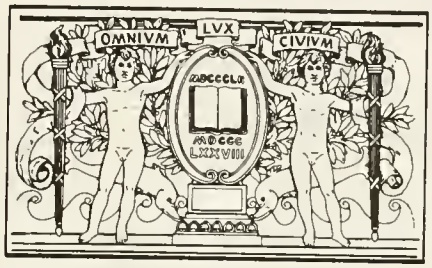
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K/B - PARCEL 18 BOARD ACTIONS

APPROVALS BOOK

KINGSTON - BEDFORD ST.

PARCEL 18

BRA
REAL PROPERTY BOARD
PUBLIC FACILITIES COMMISSION
MBTA

JUAN CARLOS
LOVELUCK

KINGSTON-BEDFORD PARCELS, PARCEL 18 Card 1

VOTED: app issuance Requests for Proposal for environmental consultants Parcel 18. 5/15/86

VOTED: to auth Dir exec contract with WCH Industries and Sasaki prep Draft EIReports $300,000. 7/17/86

VOTED: to auth Dir enter into agreement with City Real Ppty services of consultant perform feasibility study underground structure $30,000--BRA will pay $15,000 for study; Real Ppty select consultant. 4/23/87

VOTED: to take under advisement Qualifications from Minority Development Teams, Parcel 18. 6/4/87

VOTED: to table for one week Parcel-to-Parcel Linkage #1. 6/18/87

VOTED: to adopt Resol tent desig minority partner.Doc.4916. 6/25/87

Letter read by Mr. Donlan from Governor/State administration re thanks achieve today's milestone. 6/25/87

VOTED: to auth Dir present to Columbia Plaza Associates the Challenge Track guidelines and commence the 120-day process. Doc. #4959. 10/8/87

KINGSTON-BEDFORD PARCEL 18 Card 2

VOTED: to adopt Resol tent desig Columbia Plaza Associates as redevpr with Met Structures. Doc. #5018. 3/10/88

VOTED: to auth Dir exec Amend #1 WCH Industries prep draft EIR to 9/30/88 no inc contract amt. 3/10/88

VOTED: to auth Dir exec amend to WCH Industries contract--update original Envi Impact Reports, etc. $75,000 to be reimbursed by Met/Col Plaza.11/10/88

VOTED: to postpone to 3/9/89 public hearing 121A Kingston-Bedford Corp which was to be held 1st mtg in Feb. 1/26/89

VOTED: to auth Dir exec Development Agreement with MBTA/Met-Col Plaza and BRA. Doc. #5166. 4/27/89

VOTED: to auth Dir exec License Agreement to Parcel 18+ Task Force temp use 2406 Wash St., eff 4/28/89--one yr--license not more than $1.00 per year. Doc. #5167. 4/27/89

KINGSTON BEDFORD (KB JOINT VENTURE) (KBJV) Card 3

VOTED: grant final desig to Met/Col Pl Vent, Parcel-Parcel Link 1 Proj;
also, final desig to Kings-Bedfd Jt Vent of One Linc St;
also, final desig to Rugg Ctr Jt Vent for Rugg Ctr;
also, rec's final desig re One Linc St to Real Prop Bd & Pub Fac Comm, also re Rugg Ctr to MBTA Bd 2/8/90

VOTED: Dir auth to issue adequacy determ for One Linc St 2/8/90

VOTED: Dir auth exec doc's w/mod's re trans One Linc St from City to KBJV;
also, trans Rugg Ctr from MBTA to BRA & from BRA to RCJV;
also, Purc/Constr Agrmt, One Linc St;
also, Purc/Sale Agrmt, MBTA for Parcel 18;
also, Sale/Constr Agrmt, Parcel 18;
also, 1st amend Coop Agrmt, One Linc St;
also, 1st amend DIP Agrmt, One Linc St;
also, 1st amend Coop Agrmt, Rugg Ctr;
See Doc 5270, memo & attach's 2/8/90

VOTED: To adopt motion re 10% equity Rugg/Bed Assoc's res comm parts;
also, RB Assoc's & Par 18+ Task Force to sel parts;
parts to be appr by BRA, RB Assoc's, Par 18+ Task Force 2/8/90

KINGSTON-BEDFORD (K-B JOINT VENTURES, OR KBJV) Card 4

VOTED: Dir auth contract for $25,000 w/Parcel 18+ Task Force to conduct research & hire coordinators 3/29/90

VOTED: amend proposed vote by changing amt. $94,847 to $100,000 to read:
Dir auth Designate Fund Balance in amt. of $100,000 as of 9/30/90 for legal expens. incurred for Kingston/Bedford Project. 1/30/91

RUGGLES CENTER JOINT VENTURE/RUGGLES CENTER Card 1

VOTED: grant final desig to Met/Col Pl Vent, Parcel-Parcel Link 1 Proj;
also, final desig to Kings-Bedfd Jt Vent of One Linc St;
also, final desig to Rugg Ctr Jt Vent for Rugg Ctr;
also, rec's final desig re One Linc St to Real Prop Bd & Pub Fac Comm, also re Rugg Ctr to MBTA Bd 2/8/90

VOTED: Dir auth exec doc's w/mod's re trans One Linc St from City to KBJV;
also, trans Rugg Ctr from MBTA to BRA & from BRA to RCJV;
also, Purc/Constr Agrmt, One Linc St;
also, Purc/Sale Agrmt, MBTA for Parcel 18;
also, Sale/Constr Agrmt, Parcel 18;
also, 1st amend Coop Agrmt, One Linc St;
also, 1st amend DIP Agrmt, One Linc St;
also, 1st amend Coop Agrmt, Rugg Ctr;
See Doc 5270, memo & attach's 2/8/90

VOTED: To adopt motion re 10% equity Rugg/Bed Assoc's res comm parts;
also, RB Assoc's & Par 18+ Task Force to sel parts;
parts to be appr by BRA, RB Assoc's, Par 18+ Task Force 2/8/90

VOTED: BRA uath advert. of pub. hrg. re amnd. to Ruggles Center Master Plan & Revised Phase I on 9/26/91 at 1:00 9/12/91

RUGGLES CENTER JOINT VENTURE/RUGGLES CENTER CARD 2

VOTED: Pub. hrg. on Ruggles Center, Amendment to Master Plan, DIPP for PDA #34 9/26/91

PARCEL 18 Card 1

(SEE ALSO ROXBURY OR SOUTHWEST CORRIDOR)

VOTED: Dir auth to solicit qualif's/proposals re construct public plaza Parcel 18, Roxbury 1/18/90

VOTED: Dir auth exec doc's w/mod's re trans One Linc St from City to KBJV;
also, trans Rugg Ctr from MBTA to BRA & from BRA to RCJV;
also, Purc/Constr Agrmt, One Linc St;
also, Purc/Sale Agrmt, MBTA for Parcel 18;
also, Sale/Constr Agrmt, Parcel 18;
also, 1st amend Coop Agrmt, One Linc St;
also, 1st amend DIP Agrmt, One Linc St;
also, 1st amend Coop Agrmt, Rugg Ctr;
See Doc 5270, memo & attach's 2/8/90

VOTED: To adopt motion re 10% equity Rugg/Bed Assoc's res comm parts;
also, RB Assoc's & Par 18+ Task Force to sel parts;
parts to be appr by BRA, RB Assoc's, Par 18+ Task Force 2/8/90

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PARCEL TO PARCEL LINKAGE 1
AGREEMENTS

DOCUMENT	DATE	SIGNATORIES
An agreement by the Governor of the Commonwealth and the Mayor of the City of Boston to develop cooperatively the Parcel 18+ Planning Area	07/31/85	Michael Dukakis Governor MA.
Memorandum of Agreement Extending the duties and responsibilities of the Parcel 18+ Task Force	07/31/85	Michael Dukakis Governor MA. Raymond Flynn Mayor of Boston Stephen Coyle Director BRA James O'Leary General Manager MBTA Fred Salvucci Secretary EOTC Kenneth Rider President of Northeastern Univ. Alden Raine Gov. Office of Economic Development Robert Tierney Commissioner MDPW Community Representatives
Development Agreement Setting forth rights and responsibilities in Parcel 18 development	04/27/89	BRA, MBTA, MCPV

K4/09

Memorandum of Understanding setting forth community benefits	09/11/89	BRA, Chinatown/South Cove Neighborhood Council, Parcel 18 Task Force, MCPV

MOU - PERM. JOBS ONE LINCOLN UNEXECUTED Fitch, Dew, OJCS

MOU PERM. JOBS RUGGLES CTR

K4/09

AN AGREEMENT BY THE GOVERNOR OF THE COMMONWEALTH AND THE MAYOR OF THE CITY OF BOSTON TO DEVELOP COOPERATIVELY THE PARCEL 18+ PLANNING AREA

July 31, 1985

We, the Governor of the Commonwealth and the Mayor of the City of Boston, hereby agree to proceed together in the timely development of the area along Boston's Southwest Corridor known as "Parcel 18+". We agreed to undertake this venture in full partnership with the residents of the surrounding community.

This initiative is a high priority for us and for our administrations because it represents a unique opportunity to bring the benefits of Boston's and Massachusetts' expanding commercial economy into the heart of a disadvantaged inner city residential community. Parcel 18+ represents a unique opportunity to change conditions we find unacceptable — profound poverty and disinvestment in the shadow of expanding economic prosperity.

The people who live along the Southwest Corridor — individual citizens and through their educational, planning, and development organizations — have been and will be full participants in this unique opportunity for new economic growth in their communities.

The Commonwealth has long looked forward to the development of Parcel 18+ as the culmination of a decade-long public investment in the Southwest Corridor:

- Today at the Ruggles Street Station we mark the final phase of construction of the Southwest Corridor transportation project — at $747 million, the largest transportation investment in the history of this state.
- Later this summer, we will begin construction of the $40 million permanent campus for Roxbury Community College.
- Later this year, we will begin final landscaping of the 85-acre linear park that will run along the Corridor through the heart of this City.

For the City, Parcel 18+ marks the beginning of a comprehensive revitalization program for the square mile surrounding Dudley Station. After more than two decades of minimal private investment, the State and the City are committed to bringing economic vitality and opportunities for equity and meaningful employment to the Dudley area. That transformation can best begin at Parcel 18+.

To the residents this moment reflects the final stage of their involvement in the planning of the public investment on this corridor, and the beginning of their realization of its economic benefits.

With this agreement and the document that accompanies it, we commit ourselves and our administrations today to a series of steps that can make Parcel 18+, and with it the Southwest Corridor and Dudley Station, a new source of economic hope for the people of this community:

1 We agree to direct all State and City agencies to work together to achieve the release of a Parcel 18 development proposal this year and the commencement of development, if at all possible, before the end of 1987.

2 We agree to an unprecedented joint development process in which the Director of the Governor's Office of Economic Development, the Secretary of Transportation/MBTA Chairman, and the Director of the Boston Redevelopment Authority will coordinate, on our joint behalf, the planning and implementation of development efforts.

3 We agree that the Boston Redevelopment Authority will act as development agent for the State, MBTA and City in the development of Parcel 18 proper.

4 We recognize the vital role of the community in the development process and we agree to continue to work with the Parcel 18+ Task Force as the legitimate public participatory body for the development of Parcel 18+.

5 We agree to promote and obtain the highest possible levels of economic benefits, including equity participation, in the Parcel 18+ development projects for the residents of the adjacent neighborhoods, for minority business enterprises, and for community development corporations.

6 We agree to link the development rights for Parcel 18 to the development rights for a major downtown parcel, to maximize the economic attractiveness of Parcel 18.

7 We agree to coordinate and expedite all needed public reviews and permits, to provide any public incentives to strengthen the development, and to commit any public financing and/or improvements available to us, to ensure not only that development can go forward, but that it generates substantial economic benefits to the residents of this community.

8 We agree to commit public sector tenancy to the Parcel 18 development both to ensure the economic viability of the project and to bring vital public services closer to the residents of the neighborhoods.

IN WITNESS WHEREOF, on July 31, 1985, the Commonwealth of Massachusetts and the City of Boston, acting through their Chief Executives, have caused this agreement to be signed, sealed, and delivered on behalf of their administrations.

Michael S. Dukakis
Governor of Massachusetts

Raymond L. Flynn
Mayor, City of Boston

ON BEHALF OF OUR COMMUNITY and in the witness of the principles and agreements included herein, we have endorsed and signed this Agreement in the presence of the Governor, the Mayor and our community.

Hattie Dudley

Gloria L. Fox

Byron Rushing

Floyd Hynes

Christina E. King

Carl D. Thomas

Clarence E. Dilday

Ralph V. Smith

Ellen N. Jackson

John B. Corcoran Jr.

Olga K. Drummond

Alvin M. Grimes

Jacqui Allard

W. Paul Lee

Doris Summers

Carol Cook

Mildred C. Hailey

Francis H. Carleton

J. Gaston Jr.

Paula Jones

Peter Dutton

Ellen J. Zintel

Sandra L. Sandiford

Bruce C. Bolling

Jessie M. Hardy

Mildred C. Hailey

July 31, 1985

MEMORANDUM OF AGREEMENT

Extending the duties and responsibilities of the Parcel 18+ Task Force.

WHEREAS, the Commonwealth of Massachusetts and the City of Boston have committed themselves to pursue economic and community revitalization in the Southwest Corridor; and

WHEREAS, the Commonwealth, the City, and all other parties signatory to this agreement have a mutual and continuing interest in the orderly development of certain parcels of land within the Southwest Corridor, as more specifically identified on the attached map, (hereinafter "Parcel 18+"); and

WHEREAS, the Massachusetts Bay Transportation Authority ("MBTA"), the City of Boston ("City") and Northeastern University ("University") each has title to certain portions of these parcels, and they are in agreement that these parcels are to be developed consistent with the Southwest Corridor 1979 Development Plan and the City of Boston's development policies, or any amended plan developed through the Parcel 18+ Task Force pursuant to this Memorandum of Agreement; and

WHEREAS, Massachusetts Department of Public Works (the "MDPW") has title to one portion of Parcel 18, as shown on the attached map, which portion the MDPW intends to transfer in the near future to the MBTA for uses consistent with this Memorandum of Agreement (such transfer of title to be completed in accordance with the applicable provisions of M.G.L. c.7, Section 40F, and subject to any required Federal Highway Administration approvals); and

WHEREAS, the original Memorandum of Agreement creating the Parcel 18+ Task Force expired on June 16, 1983; and

WHEREAS, the MBTA is responsible for the completion of the Southwest Corridor Project and is the Commonwealth's lead agency for planning and implementation of joint development in a manner consistent with the "MBTA Procedures for Joint Development of Property in the Southwest Corridor", which took effect on Frebruary 6, 1985; and

WHEREAS, the MBTA's Director of Southwest Corridor Land Development is the MBTA's central agent for Parcel 18+ and will coordinate on the MBTA's behalf the activities of the various public agencies working in and adjacent to Parcel 18+; and will coordinate the activities of City agencies with those of the MBTA with regard to Parcel 18+; and will represent the MBTA with respect to planning and construction activity as these relate to the disposition and development of parcels within the boundary of Parcel 18+; and

WHEREAS, the City desires to coordinate the activities of various City agencies involved in the development of Parcel 18+, including but not limited to: the disposition of land for development; district planning; obtaining public funding; facilitating City reviews and permitting; facilitating negotiation of real estate tax agreements; facilitating relocation/provision of utilities; and providing other appropriate support; and

WHEREAS, the MBTA and the City each intend to designate the Boston Redevelopment Agency ("BRA") as their agent to create and implement a plan for the development of Parcel 18, and this understanding will be incorporated into Letters of Agreement between the parties; and

WHEREAS, the parties to this agreement will expedite the federal and state permitting process for Southwest Corridor Project development implementation; and

WHEREAS, the Lower Roxbury Community Corporation ("LRCC"), the Community Development Corporation of Boston, ("CDC"), The Greater Roxbury Development Corporation, ("GRDC"), and the Roxbury Action Program, ("RAP"), have planning and development capabilities and have represented community interests in this development for more than five years; and

WHEREAS, there are a number of other community groups and public agencies with a strong interest in Parcel 18+ which desire to review and comment on planning and development within Parcel 18+ because they represent residents in the surrounding area, or are engaged in activities which relate directly to development in Parcel 18+ (these groups are identified on the signatory page of this Agreement);

NOW, THEREFORE, be it resolved that:

1. The signatories agree to continue their association as the Parcel 18+ Task Force, (the "Task Force") in order to review the ongoing planning, analyses of marketability and development feasibility, disposition procedures and strategy for implementation, and to assure adherence to the Southwest Corridor 1979 Development Plan and the City of Boston's development policies, or to any amended plan developed through the Task Force pursuant to this Memorandum of Agreement, and to the stated Southwest Corridor Project principles for effective community participation.

2. The Task Force shall meet as often as required to conduct the business of the Task Force; it will hold regular monthly meetings which will be open to attendance and participation by all interested parties.

3. All signatories to this Agreement will coordinate closely their short- and long-term planning for new facilities with other members of the Task Force. No signatory to this Agreement will initiate further land acquisition development within the Parcel 18+ boundaries, without first notifying the other parties to this Agreement.

4. As part of the overall Parcel 18+ development program, the University will prepare a development plan for Parcel 17X and will seek the endorsement of this plan by the other members of the Task Force. It is understood that the development of Parcel 17X will be contingent upon: (1) delivery by the MBTA to the University of a deed or deeds in a form acceptable to the University to the land under the MBTA Settlement Agreement; (2) the receipt of a building permit for the University's garage, plans for which shall be approved by the Task Force; (3) designation of a developer; (4) adequate financing of the development project(s); (5) a plan acceptable to the University, the MBTA, the Executive Office of Transportation and Construction, the BRA and other signatories for temporary replacement on University property and public land of any spaces which must be relocated from Parcel(s) 18 and/or 22 after July 1, 1986 until completion of the garage or Parcel 17X; (6) provision by the MBTA and/or the Executive Office of Transportation and Construction of space to park 250 cars to replace on a temporary basis those spaces displaced during construction of the garage on Parcel 17X; (7) provision by the City of any additional spaces which may be required to replace on a temporary basis spaces displaced during construction of the garage on Parcel 17X; (8) the receipt of all necessary governmental approvals and permits; (9) and the approval by the City of those elements of the University's Master Plan that relate to the development of Parcel 17X, including where relevant garage, library, research, and recreational or athletic facilities.

The University will report to the Task Force at least quarterly on the progress of the development project(s). It is understood that the University will use its best efforts to initiate construction of additional development project(s) no later than upon completion of the garage. It is further agreed that should the development of Parcel 17X be phased, the University will landscape appropriately, weather permitting, any portions of the site which remain undeveloped for a period of six months or longer.

5. The Parcel 18+ Task Force will receive regular progress reports from the MBTA, the City, and the University, concerning on-going projects within the Corridor area, with particular reference to issues having a direct bearing on the future use of Parcel 18+.

6. The Task Force shall assess its needs for staff and consultant support and communicate them to the MBTA, the BRA, and the University. The MBTA, the BRA, and the University will, in response to requests that they determine are reasonable, provide in-kind staff and consultant services. (Utilization of services will be coordinated by the MBTA or its agent, the BRA.)

7. The Parcel 18+ Task Force will prepare a policy statement which describes the Task Force's recommendations on a program of uses, scale of development, development strategy, and financing plan for Parcel 18+. The parties to this agreement will use their best efforts to adopt this policy statement within four months of the date of execution of this Memorandum of Agreement.

8. The MBTA and the City agree that the Community Development Corporations which are signatories to this agreement shall have the opportunity to participate or be otherwise involved in the development of Parcels 18 and 22. Prior to the formal review and evaluation of development proposals for Parcels 18 and 22, a CDC participation policy consistent with this Agreement shall be agreed upon by the MBTA and the BRA with the aforementioned Community Development Corporations; this policy shall specify the scope and level of such participation or involvement. The parties will use their best efforts to insure that this policy is established within four months of the execution of this Memorandum of Agreement.

9. The MBTA and the BRA are fully committed to providing opportunities to minority developers as equity participants within the Parcel 18+ development process and will work with the Parcel 18+ Task Force to develop these opportunities. The MBTA and the BRA will conduct and conclude studies by September 1, 1985, to identify MBE developers within the City of Boston and the MBTA's jurisdiction, respectively, and to analyze models of MBE participation in comparable projects by transit authorities and by others. During the studies which will be completed by September 1, 1985, the MBTA and the BRA will meet with the Parcel 18+ Task Force to review the results of the studies and to discuss procedures with respect to MBE development opportunities on land owned or leased within the Joint Development Parcels in the 18+ area.

10. The MBTA and the BRA are fully committed to providing opportunities to minority business entrepreneurs and vendors and will address within the planning process the methods that will be employed to maximize these opportunities.

11. The agreement shall remain in effect for five years from the date of execution of this agreement and will thereafter continue from year to year. After the five year term, a party may withdraw from this agreement by notifying the other parties ninety (90) days prior to the anniversary date of the execution of this agreement.

MICHAEL S. DUKAKIS
Governor
Commonwealth of Massachusetts

ALDEN S. RAINE
Director
Governor's Office of
Economic Development

FREDERICK P. SALVUCCI
Secretary
Executive Office Transportation
and Construction

JAMES F. O'LEARY
General Manager
Massachusetts Bay
Transportation Authority

ROBERT TIERNEY
Commissioner
Massachusetts Department
of Public Works

HATTIE DUDLEY
Mission Hill Extension

LLOYD KING
Director, RAP

GRETCHEN JACKSON
United Neighbors of Lower
Roxbury, Inc.

RAYMOND L. FLYNN
Mayor
City of Boston

STEPHEN COYLE
Director
Boston Redevelopment
Authority

KENNETH RYDER
President
Northeastern University

MARVIN GILMORE
General Manager, CDC

RALPH SMITH
President, LRDC

CHRISTINE E. KING
Realty Manager / Urban Planner
GRDC

CAROL CLARK
Whittier Street
Tenant Policy Council

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 27th day of April 1989, by and among BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under the laws of the Commonwealth of Massachusetts (the "BRA"), the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a public body politic and corporate organized under the laws of the Commonwealth of Massachusetts (the "MBTA") and METROPOLITAN/COLUMBIA PLAZA VENTURE, a general partnership organized under the laws of Massachusetts ("M/CPV").

Whereas, Parcel 18 is a development parcel in the MBTA's Southwest Corridor Project, consisting of land owned by the MBTA and the BRA and shown on Exhibit A;

Whereas, by agreement dated July 31, 1985, the BRA was designated to act as development agent for the Commonwealth of Massachusetts, MBTA, and City of Boston in connection with the development of Parcel 18 (the "Parcel 18 Agreement");

Whereas, in connection with the Parcel 18 Agreement, the MBTA expressed its intent to convey to the BRA those portions of Parcel 18 owned by the MBTA (the "MBTA Land") to be used by the BRA to further the development objectives of the Parcel 18 Agreement;

Whereas, by resolution dated March 10, 1988, the BRA voted the full tentative designation of M/CPV as developer of Parcel 18 and the so-called Kingston-Bedford site which together are known as the Parcel-to-Parcel Linkage Project 1;

Whereas, by resolution dated May 25, 1988, the MBTA has voted to concur in the BRA's full tentative designation of M/CPV;

Whereas, the BRA and MBTA have authorized M/CPV to submit a proposal to Massachusetts Water Resources Authority ("MWRA") with respect to a portion of Parcel 18 and are familiar with the proposal;

Whereas, the BRA expects to vote the so called final designation of M/CPV as developer of the Parcel-to Parcel Linkage Project 1, and the parties desire to set forth herein certain agreements and understandings.

NOW, THEREFORE, the parties understand and hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 101: Defined Terms

For the purposes of the Agreement, the following terms shall have the meaning, respectively, ascribed to them below:

a. "Closing Date: shall mean the date established in Section 205 of this Agreement for the sale or lease of the first Phase Parcel.

b. "Design Documentation" shall mean the several stages of documentation that are referred to in Section 301 of this Agreement for each Phase, that are to be prepared for M/CPV by or through its architect, and that are to be submitted to the BRA for approval pursuant to the Development Review Procedures.

c. "Development Review Procedures" shall mean the procedures set forth in the BRA's Development Review Procedures dated 1985, Revised 1986, to be followed by M/CPV in obtaining all approvals required hereunder of the Design Documentation for each Phase.

d. "Hazardous Wastes" shall mean any oil or hazardous materials as that term is defined under Chapter 21E of the Massachusetts General Laws and any regulations thereunder.

e. "Improvements" shall mean all structures and amenities to be constructed by M/CPV pursuant to the approved Design Documentation and the Master Plan for Parcel 18 dated January 20, 1989, and as it may be amended with the approval of the BRA.

f. "MWRA Parcel" shall mean the "Proposed Parcel 18-1B" shown on Sheet 2 of the plan attached as Exhibit A on which M/CPV proposes to construct a building for the Massachusetts Water Resources Authority (MWRA).

g. "Master Plan Area" shall mean the area consisting of approximately 5.2 acres and including the Property, streets, sidewalks and landscaped open areas shown on Sheet 7 Exhibit A.

h. "Phase Parcel" shall mean the area of the Property that M/CPV designates, subject to BRA approval, for development as a particular Phase Parcel including the MWRA Parcel, pursuant to this Agreement and on which Improvements or Public Improvements, or both, will be constructed.

i. "Public Improvements" shall mean the amenities to be constructed by the BRA or the City of Boston hereunder.

j. "Property" shall mean "Proposed Parcels 18-1A, 1B, 2, 3A and 3B:" shown on Sheet 2 of Exhibit A, which property is subject to the easements and encumbrances shown on Sheet 1 of Exhibit A and certain easements described herein.

k. "Transportation Easements" shall mean the easements reserved and to be reserved for present and future transportation needs, shown on Sheet 2 of Exhibit A.

ARTICLE II
TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Lease of Property or Phase Parcel

Subject to all the terms and conditions of this Agreement, the BRA agrees to lease and M/CPV agrees to take and hire the Property, all upon such terms of lease as the parties hereto shall agree to in a ninety-nine year ground lease or in separate leases for any Parcel. Upon request by the BRA, the MBTA shall lease to the BRA the MBTA Land, all upon such terms as may be agreed, and thereafter the BRA shall lease to M/CPV or its designee, if approved by the BRA, all of the Property. If MWRA elects to purchase the MWRA Parcel, upon request by the BRA, the MBTA shall convey to the BRA the portion of the MWRA Parcel owned by it, and thereafter the BRA shall convey to M/CPV or its designee all of the MWRA Parcel. If the BRA elects to purchase any portion of the MBTA Land, upon request by the BRA, the MBTA will convey to the BRA such portion, and thereafter the BRA shall convey such portion to M/CPV. In addition to disposition proceeds, the BRA shall be reimbursed by the development entity for all costs incurred in holding the property prior to lease or sale of any Phase Parcel. The agreements herein of the MBTA to lease or convey the MBTA Land to the BRA constitute separate obligations that have been agreed to independently from any agreements between the BRA and M/CPV and are not conditioned upon any action or right of M/CPV, and M/CPV shall have no independent right to seek enforcement of any such agreements made by the MBTA for the benefit of the Parcel 18 development.

Section 202: Rights of M/CPV to Designate Phase Parcels

Subject to the provisions of Section 306 hereof, M/CPV will develop the Property according to the Master Plan dated January 20, 1989, as amended by this Agreement and as it may be amended from time to time. Subject to applicable zoning and BRA approval, M/CPV shall have the right to designate any area of the Property as a Phase Parcel.

Section 203: Condition of Property to be Conveyed

At the time of the sale or lease of any of the Property, the MBTA will cause the MBTA Land to be free of all tenants and occupants and will deliver to the BRA a certification or other appropriate statement from Haley & Aldrich, Inc. in form and substance reasonably satisfactory to BRA to the effect that the MBTA Land is free of Hazardous Waste to the extent required by Chapter 21E of the Massachusetts General Laws and any regulations thereunder. To the extent that the MBTA Land is still burdened by any Chapter 21E issues at the time of a sale or lease thereof to the BRA, the MBTA will indemnify and hold harmless the BRA from costs arising solely from compliance with Chapter 21E on MBTA Land, needed to effectuate the Master Plan or as it may be amended pursuant to this Agreement. Any design changes from the approved Master Plan or as it may be amended pursuant to this Agreement which affect the cost of Chapter 21E issues on MBTA Land will be subject to MBTA approval. The BRA will deliver to MWRA a similar certification or other statement from Haley & Aldrich with respect to any portion of the MWRA Parcel that is owned by the BRA.

Section 204: Purchase Price or Rent

The agreed purchase price for the MWRA Parcel will be Ten Dollars ($10.00) per square foot of land contained therein. The rent under the lease for any part of the Property shall be One Dollar ($1.00) per square foot of land leased per year, with such rent escalation as may be agreed upon by the parties. Such purchase price or rent will be paid by M/CPV to the BRA. In the event that BRA and M/Cpv agree to a purchase price or rent greater than stated in this Section 204, such greater amount shall be paid by the BRA to the MBTA. In the case of any portion thereof that constitutes part of the MBTA Land, said amount shall be paid by the BRA to the MBTA.

Section 205: Time of Sale and Conveyance

The lease or sale and conveyance and delivery of possession of the MWRA Parcel by the MBTA to the BRA and the lease or purchase of the same from the BRA by M/CPV, as the case may be, shall take place on August 30, 1989, which date shall be the Closing Date. Any lease of the MWRA Parcel may include purchase options in accordance with M/CPV's proposal to MWRA. If the Secretary of Environmental Affairs has not approved the Environmental Impact Report for the Property or portion thereof being conveyed on or before the Closing Date, and the BRA has not given any approval of such conveyance required by law, the Closing Date will be postponed until such approvals have been given. The lease of any other part of the Property shall take place on such dates as may be agreed by the parties but in any event following such approvals.

Section 206: Federal Tax Stamps and Other Closing Costs

With respect to any Deed from the MBTA to the BRA, the MBTA shall pay the costs of any Federal or State documentary tax stamps that may be required, and the BRA shall pay the cost of recording the Deed and all other instruments and plans to be recorded together with the Deed. With respect to any Deed from the BRA to M/CPV, M/CPV shall pay the costs of such stamps and recording.

Section 207: Adjustments

The MBTA and the BRA shall pay all operating costs for their respective portions of the Property allocable with respect to any period before delivery of the Deed or commencement date of the lease as the case may be, for each Phase Parcel.

ARTICLE III
RESTRICTIONS AND CONTROLS UPON DEVELOPMENT

Section 301: Improvements and Submission of Plans

The Development Review Procedures set forth the formal stages of submissions and approvals for the Design Documentation relating to the Improvements for each Phase Parcel. In addition, all copies of all submissions made by M/CPV to the BRA as required by the Design Documentation also will be submitted by the BRA to the MBTA.

Section 302: Time for Commencement and Completion of Improvements

M/CPV shall diligently prosecute to completion the construction of the Improvements on the MWRA Parcel and shall commence and complete the Improvements on the remainder of the Property in accordance with a schedule to be set forth in the Master Plan and any lease of the Property.

Section 303: Massachusetts Water Resources Authority

The parties hereto acknowledge that the agreement of sale set forth herein with respect to the MWRA Parcel is conditioned upon selection by MWRA of the Property for its headquarters. The parties hereto agree that M/CPV may enter into an agreement with MWRA providing MWRA with the right to receive notice of any proposed changes in the uses, not including substitution of one permitted use for another, provided for in the Master Plan and the right to approve or disapprove any use that affects MWRA's lease or ownership, as the case may be, provided, however, that

such right of approval or disapproval on the part of the MWRA shall not apply to the MBTA's transportation uses.

Section 304: Compliance with Designation Conditions

M/CPV shall at all times proceed hereunder in conformity with the conditions set forth in the tentative and final designations of the BRA and MBTA. Among other things, M/CPV is required to comply with certain so-called linkage policies and programs and the Community Benefits Plan for Parcel to Parcel Linkage Project 1, a summary of which is attached hereto as Exhibit B, which includes among other things provisions for minority equity ownership, childcare, a Community Development Fund, Minority and Women Business Enterprise requirements, a challenge grant, and housing and jobs linkage. The BRA and M/CPV shall enter into an agreement setting forth the provisions of the Community Benefits Plan prior to any lease or sale of any part of the Property other than the MWRA Parcel. Subject to the approval of the City of Boston Neighborhood Trust, the parties hereto agree to cooperate with each other in an effort to make available housing linkage funds from Parcel to Parcel Linkage Project 1 for the so-called "Southwest Corridor Parcel 22," currently the subject of a developer selection process being conducted by the MBTA and the City of Boston.

Section 305: Kingston-Bedford Project

M/CPV acknowledges the intent of the BRA to link the development of Parcel 18 with the development of the Kingston-Bedford Project in accordance with Parcel to Parcel Linkage Project 1 and agrees that development of the Kingston-Bedford Project shall not commence until development of the Property has commenced.

Section 306: MBTA Approvals

No changes in the uses of Phase Parcels permitted in the Master Plan, not including substitution of one permitted use for another, that may affect the MBTA's use and enjoyment of Ruggles Station or the MBTA's transportation operations shall be made without the MBTA's approval which shall not be unreasonably withheld. The Master Plan, as amended by this Agreement, is hereby approved by the BRA and MBTA. In addition, prior to commencing any construction on the Property, M/CPV will submit to the MBTA for approval construction plans and schedules therefor including any appropriate protections of Transportation Easements. Such approval shall not be unreasonably withheld taking into consideration the effect, if any, of such construction on any Transportation Easements. Any approval of the MBTA provided for herein shall be made by the General Manager or his designee.

Notwithstanding any other provisions contained herein, any sale or lease of MBTA Land shall contain provisions requiring MBTA approval of such matters as 1.) transportation easements for present and future use; 2.) MBTA physical facilities from construction impacts of the Improvements; 3.) pedestrian, bus, and automobile access to Ruggles Station; and 4.) the Southwest Corridor bicycle path.

Section 307: Restrictions on Transfer

Except as otherwise provided herein and in order to ensure that the goals of Parcel to Parcel Linkage I as outlined in Exhibit B hereto are retained for the community, no part of the Phase Parcel or any legal or beneficial interest therein or in M/CPV or any partner of M/CPV shall be sold or otherwise transferred until a date which is ten years from the issuance of a Building Permit with respect to the Improvements on each Phase Parcel without the prior approval of the BRA, which shall not be unreasonably witheld, taking into consideration reputation, experience in management of real estate, financial capacity of the proposed transferee, and the ability requisite to perform the obligations and carry out the duties imposed by Parcel to Parcel Linkage I, as outlined in Exhibit B attached hereto. Thereafter, no such sale or transfer may be made without the prior approval of the BRA, which shall not be unreasonably withheld, taking into consideration reputation, experience in management of real estate and financial capacity of the proposed transferee.

The provisions of this Section 307 shall not prohibit any transfer to MWRA of the MWRA Parcel or any subsequent transfer by MWRA or apply to any real estate mortgage on the Property or to any transfer by a mortgagee.

ARTICLE IV
PUBLIC IMPROVEMENTS

Section 401: Public Plaza

Subject to the appropriation by the City of Boston of funds in the amount of approximately $2,010,000 therefor, the BRA acknowledges the obligation on its behalf and on behalf of the City to develop and construct the public plaza set forth in the Master Plan on a schedule consistent with M/CPV's development and construction of the MWRA Parcel and agrees to enter into an agreement setting forth specific milestones and a timetable for such development and construction of the public plaza. M/CPV, the BRA and the MBTA shall enter into appropriate easements and licenses providing the BRA with the right to construct the public plaza and any other public improvements set forth in Master Plan and as it may be amended pursuant to this Agreement.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 501: Applicable Laws

The obligations of the parties hereto shall be subject to compliance with all applicable laws and governmental regulations with respect thereto.

Section 502: Cooperation on Approvals. Other Agreements: Revisions to Master Plan

The parties hereto agree to duly, diligently and in good faith cooperate with each other in the seeking of any governmental or other public approvals required in connection with this Agreement or the development of the Property including without limitation the holding of a public hearing in May 1989 by the BRA to consider M/CPV's Master Plan for a Planned Development Area and Development Plan for the MWRA Parcel. An approval provided for herein will not be unreasonably withheld or delayed. Further, the parties acknowledge the importance to the success of the development of the Property of accomplishing a timely and successful development of the MWRA Parcel as a headquarters location for MWRA and the likelihood that in all probability there will arise the need for certain other agreements to facilitate the development of the MWRA Parcel. Accordingly, the parties hereto agree to use all reasonable efforts to negotiate and execute such further agreements as may be necessary or useful for such purpose. Approval and execution of any such further agreements on behalf of the MBTA will be by the General Manager or his designee. In addition, M/CPV agrees to amend the Master Plan to incorporate all of the Master Plan Area, provide for the construction of the garage on area shown on Sheet 1 of Exhibit A as "Future Garage" and eliminate the below grade parking for buildings 1 and 2 shown in the Master Plan.

Section 503: T-Pass Subsidies

M/CPV shall include provisions in its space leases to tenants of the buildings located on the Property regarding "T Pass" programs and encouraging their use. More specific details regarding T-Pass requirements will be included in any document selling or leasing the MBTA Land.

Section 504: MBTA Rights of First Refusal

The BRA and M/CPV agree to include in any deed transferring title to the MWRA Parcel to MWRA an obligation on the part of the grantee to provide the MBTA with a right of first refusal with respect to any sale of the MWRA Parcel by MWRA.

Section 505: Future Garage Site

Subject to any approval required by law, including any approval thereof required by the Secretary of Environmental Affairs, the parties hereto shall duly and diligently cooperate with each other in the development of a parking garage on the Future Garage site, shown on Exhibit A, which will include retail, office or other uses to be developed by M/CPV. The garage will be constructed and owned by M/CPV, but the land therefor leased to M/CPV pursuant to a ninety-nine year ground lease. Said Future Garage shall be constructed above grade.

Section 506: Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 507: Limitation of M/CPV's Liability

The liability of M/CPV hereunder shall be limited solely to the assets and properties of M/CPV, and no partner, venturer, trustee, beneficiary, shareholder, officer, director, or the like of M/CPV, from time to time, or such person's or entity's separate property or estate, shall have any personal liability with respect to any obligation or liability of M/CPV hereunder. The deficit capital account of any partner of M/CPV shall not be deemed to be a liability of such partner nor an asset or property of M/CPV.

Section 508: Termination

If the MWRA Parcel has not been acquired by M/CPV on or before September 1, 1991, or if the remainder of the Property has not been acquired by M/CPV on or before September 1, 1996, this Agreement and all rights and obligations of the parties hereunder will terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by their fully authorized officers or representatives, respectively, as of the day and year first above written.

Approved as to form:

Robert F. McNeil
General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle
Director

Approved as to form:

Gregory C. Flynn
General Counsel

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

By: _____
Thomas P. Glynn
General Manager

METROPOLITAN/COLUMBIA PLAZA
VENTURE

By: Robert L. Green
Robert L. Green

EXHIBIT A

SHEET 1	-	DMC 1 SITE PLAN
SHEET 2	-	DMC 2 APPORTION PLAN 1
SHEET 3	-	DMC 3 APPORTION PLAN 2
SHEET 4	-	DELETED
SHEET 5	-	DELETED
SHEET 6	-	DMC 6 PLAYGROUND EASEMENT PLAN
SHEET 7	-	DMC 7 SITE AREA DIAGRAM

(a) The Kingston-Bedford Site is one of two sites in the first project in the Parcel-to-Parcel Linkage Program being pursued by the City and the State. The linkage program is the culmination of a four-year State, City and BRA review and selection process. As part of this program, development of the Kingston-Bedford Site is linked to development of Parcel 18 in Roxbury, located along the Southwest Corridor. The Parcel-to-Parcel Linkage Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and produces numerous benefits to the affected communities and the City. It is anticipated that the development of Parcel 18 will attract other development and stimulate renewal in the Southwest Corridor and Roxbury, thereby fulfilling a major inner city development objective of the City and the State as set forth in the July 31, 1985 Agreement between the City and the State regarding the Parcel-to-Parcel Linkage Program. The project makes both the Air Rights Development and the development of Parcel 18 possible, and, accordingly, all of the benefits which will flow from the Parcel-to-Parcel Linkage Program. The public benefits package, which is still being reviewed with the Authority, the City and affected communities, will be reflected in written agreements. The provision of the following community benefits has been agreed to in principle, subject to refinement based upon the ongoing negotiations with the Authority, the City and affected communities, in connection with the Project and the Parcel-to-Parcel Linkage Program of which it is a part:

(i) Minority Involvement in Large Scale Commercial Real Estate Development.

Metropolitan/Columbia Plaza Venture (the "Venture"), the developer tentatively designated by the Authority to undertake development of the Kingston-Bedford Site and Parcel 18 under the Parcel-to-Parcel Linkage Program, is a joint venture between Metropolitan Structures, a national development firm based in Chicago, and Columbia Plaza Associates, a consortium of Black, Hispanic and Asian American investors and community based non-profit organizations. Each party has a 50% interest in the Venture.

(ii) Community Development Fund.

The Venture will contribute to a proposed Community Development Fund (x) 10% of the developer's fee, (y) up to 5% of the net operating income from available project cash flow, and (z) 10% of the net residuals from the projects developed in the Kingston-Bedford Site and Parcel 18. Alternatively, a contribution may be made to the Community Development Fund as an up-front lump sum payment or as annual cash distributions in fixed dollar amounts in lieu of the above.

(iii) Employment and Training.

The Venture will (w) seek to achieve hiring goals for employment of minorities and women which exceed what is required by the Boston Residents Job Policy, (x) assist minorities in seeking job opportunities generated by the Kingston-Bedford and Parcel 18 projects, (y) subscribe to the Boston for Boston Agreement, and (z) elect the Jobs Creation Alternative under the linkage regulations.

(iv) Challenge Grant.

The Venture has contributed $24,000 to the Chinatown Neighborhood Council and the Parcel 18+ Task Force as a planning grant, matching a similar contribution made by the BRA. The matching grant from the Venture will total $100,000 over the next two years. The Venture will also make available a $400,000 challenge grant, subject to being matched on a two-for-one basis by public or private sources, for on-the-job training for minority group members in real estate development.

(v) Minority and Women Business Enterprises.

The Venture has set a 30% goal for utilization of Minority and Women Business Enterprises, will make available a portion of the project space for Minority Business Enterprises, and will work with public agencies to assist minority entrepreneurs to start new businesses.

(vi) Childcare.

The Venture will provide, on site or off site, childcare facilities in Chinatown and Roxbury for a total of 200 children and work with the City and local communities to design quality childcare programs.

(vii) Affordable Housing.

The Venture will contribute housing linkage payments up front to housing creation projects in Chinatown and Roxbury to be designated by the BRA and the Chinatown and Roxbury communities.

(viii) Community Participation.

The Venture has involved, and will continue to involve, the affected communities in the design of the projects, as well as in the planning of the community benefits programs.

(ix) Technical Assistance.

The Venture will provide technical assistance through in-house professionals and, as necessary and feasible, consultants to assist the two affected communities in planning the community benefits package.

(b) The Project will stimulate the following additional economic benefits:

(i) It is estimated that a total of over 4000 construction jobs will be generated by the Kingston-Bedford and Parcel 18 projects.

(ii) It is estimated that over 6200 permanent jobs will be supported by the completed projects. The Applicants anticipate that many will be new jobs created by new businesses, expansion of existing businesses and new tenants coming into the City.

(iii) The housing linkage contribution is estimated to be approximately $7,500,000, discounted to present value and paid up front as a lump sum payment.

(iv) The jobs linkage contribution from the Kingston-Bedford Project is estimated to be $925,000. Together with the Parcel 18 project a total jobs linkage contribution of approximately $1,500,000 will be made.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made as of this 11th day of September, 1989 by and among the BOSTON REDEVELOPMENT AUTHORITY (the "Authority"), the CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL (the "Neighborhood Council"), the PARCEL 18+ DEVELOPMENT TASK FORCE (the "Task Force"), KINGSTON BEDFORD JOINT VENTURE, a Massachusetts general partnership ("KBJV") and RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership ("RCJV").

W I T N E S S E T H:

WHEREAS, Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership ("MCPV"), has been tentatively designated by the Authority to undertake the development of a certain parcel of land designated as Parcel 18 in Roxbury ("Parcel 18") and a certain parcel of land designated as Kingston/Bedford/Essex in downtown Boston (the "KBE Parcel") under the Parcel-to-Parcel Linkage Program Project 1 (the "Parcel-to-Parcel Linkage Project 1"), a program being pursued by the City and the State;

WHEREAS, MCPV has formed RCJV and KBJV for the purposes of developing Parcel 18 and the KBE Parcel, respectively, in the Parcel-to-Parcel Linkage Project 1;

WHEREAS, RCJV proposes to construct a mixed-use development on Parcel 18 ("Ruggles Center") and KBJV proposes to construct a mixed-use development on the KBE Parcel ("One Lincoln Street") (collectively, the "Projects");

WHEREAS, the Authority, the Neighborhood Council and the Task Force have a mutual and continuing interest in the orderly development of Parcel 18 and the KBE Parcel;

WHEREAS, the Parcel-to-Parcel Linkage Project 1 is designed to produce community benefits to the Roxbury community adjoining Parcel 18 and the Chinatown community adjoining the KBE Parcel;

WHEREAS, representatives of MCPV, the Authority, the Neighborhood Council, the Task Force, various city and state agencies and the Massachusetts Bay Transportation Authority, have been meeting regularly to work towards the implementation of a community benefits plan; and

WHEREAS, the parties desire to define the specific obligations of KBJV and RCJV in implementing such community benefits plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. Community Benefits. RCJV and KBJV in keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and in connection with the development of the Projects shall contribute the following community benefits:

1. Community Development Fund.

KBJV and RCJV will contribute the amounts described in subparagraphs (a) and (b) below (the "Funds") (1) to the Community Development Trust (the "Trust"), a Massachusetts charitable trust to be established by the Authority with the input of the Neighborhood Council and the Task Force for the purpose of administering a Community Development Fund consisting of the Funds (the "Community Development Fund"), or (2) to the Authority as escrow agent pending formation of the Trust, if the Trust has not been established when any of the Funds become payable. In the event any of the Funds are paid to the Authority in accordance with the foregoing, the Authority shall (x) hold the Funds in escrow in a money-market interest-bearing account for the benefit of the Trust and (y) pay the Funds, together with all interest thereon, to the Trust promptly after formation of the Trust. The Funds shall be distributed by the Trust in the following manner: (i) the Funds generated pursuant to subparagraph (a) below with respect to One Lincoln Street shall be distributed one-third (1/3) for the benefit of the Chinatown community, one-third (1/3) for the benefit of the Roxbury community and one-third (1/3) on a competitive basis for the benefit of communities throughout the City; (ii) the Funds generated pursuant to subparagraph (b) below with respect to Ruggles Center shall be distributed one-half (1/2) for the benefit of the Chinatown community and one-half (1/2) for the benefit of the Roxbury community. There will be neighborhood participation, including Chinatown and Roxbury representatives, in the formation, operation, and function of the Community Development Fund.

(a) With respect to One Lincoln Street, KBJV shall make the following payments:

(i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of One Lincoln Street (the "KBE Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of One Lincoln Street; (y) the date of closing on the Permanent Financing (as defined in subparagraph (c) below) of the original loan or loans for acquisition and development of One Lincoln Street; or (z) the date of closing on the sale of One Lincoln Street by KBJV ("KBE Sale"), as such sale is defined in the

sale and construction agreement or other agreement by the Authority, the City of Boston and KBJV (and other appropriate parties, if any) for the acquisition of the public portion of the KBE Site (the "KBE Sale and Construction Agreement").

(ii) $2,000,000 to be paid no later than the date on which a building permit for the Substantial Construction (as defined in subparagraph (d) below) of One Lincoln Street is obtained (the "KBE Building Permit Date");

(iii) $8,000,000 to be paid in ten (10) equal annual installments of $800,000 on each of the first ten (10) anniversaries of the KBE Building Permit Date; provided, however, that in the event of a KBE Sale prior to the tenth (10th) anniversary date of the KBE Building Permit Date, KBJV shall pay, in lieu of all remaining payments required under this subparagraph (iii), the then present value based upon a discount rate of eight and one half percent (8½%) (the "Present Value") of all payments remaining to be made in accordance with the foregoing, such payment to be made on the date of closing on such sale.

(b) With respect to each phase of Ruggles Center (each such phase being referred to herein as "Phase"), RCJV shall make the following payments:

(i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of the Phase (the "Phase Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of the Phase; (y) the date of closing on the Permanent Financing (as defined in subparagraph (c) below) of the original loan or loans for acquisition and development of the Phase; or (z) the date of closing on the sale of the Phase ("Phase Sale"), as such sale is defined in the sale and construction agreement or other agreement by the Authority and RCJV (and other appropriate parties, if any) for the acquisition of Parcel 18 (the "Parcel 18 Conveyance and Construction Agreement").

(ii) Five percent (5%) of the Net Operating Income of the Phase received by RCJV to be paid no later than June 1 of each year with respect to the previous calendar year, where Net Operating Income is equal to gross income from all sources for such year ("Gross Income") minus all operating expenses for such year including, but not limited to, costs,

fees and expenses for real estate taxes, utilities, administrative and professional services, maintenance, operations, management, marketing, insurance and reserves ("Operating Expenses"); provided, however, that the amount payable shall never exceed Net Operating Income minus the sum of (x) debt service payable with respect to the Phase for such year ("Debt Service"), (y) a return on the equity invested in the Phase by RCJV, as such equity is reduced or augmented from time to time, at an interest rate of five percent (5%) per annum above the interest rate of RCJV's financing for the Phase ("Return"), and (z) the equity contributed directly or indirectly to the Phase by RCJV, as such equity is reduced or augmented from time to time ("Equity"). For all purposes under this Section A, Paragraph 1, to the extent that RCJV does not realize its Return at any given time, such Return shall accrue and be added to Equity; RCJV shall also receive its Return prior to the reduction of Equity. The foregoing is illustrated by the following:

Net Operating Income = Gross Income - Operating Expenses

Amount to be Paid = 5% x Net Operating Income
but no more than
Net Operating Income - (Debt Service + Return + Equity)

(iii) Ten percent (10%) of the Net Refinancing Proceeds from the Phase to be paid on the date of closing on any Refinancing (as defined in subparagraph (c) below), where Net Refinancing Proceeds is equal to all cash proceeds received by RCJV from such Refinancing ("Refinancing Proceeds") minus the sum of (w) all outstanding debt on the Phase ("Debt"), (x) all costs, fees and expenses of the Refinancing transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt, loan origination, recording and bank applications ("Refinancing Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following:

Net Refinancing Proceeds =
Refinancing Proceeds - (Debt + Refinancing Costs + Return + Equity)

Amount to be Paid = 10% x Net Refinancing Proceeds

(iv) Ten percent (10%) of the Net Resale Proceeds from the Phase to be paid on the date of the applicable Phase Sale where Net Resale Proceeds is equal to all cash proceeds received by RCJV from such sale ("Resale Proceeds") minus the sum of (v) Debt, (w) debt service payable with respect to the Phase for the calendar year during which such sale occurs ("Current Debt Service"), (x) all costs, fees and expenses of the resale transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt and deed stamps ("Resale Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following formula:

Net Resale Proceeds = Resale Proceeds - (Debt + Current Debt Service + Resale Costs + Return + Equity)

Amount to be Paid = 10% x Net Resale Proceeds

(v) All sums payable under subparagraphs (b)(ii), (iii) and (iv) shall be payable until the earlier of (x) twenty-five (25) years after the issuance of the applicable Phase Certificate of Occupancy or (y) the date of closing on the applicable Phase Sale, and thereafter no further sums shall be due or payable hereunder as to such Phase. Notwithstanding the foregoing, if the office building (the "MWRA Building") included in Phase 1 of Ruggles Center ("Phase 1") is purchased by the Massachusetts Water Resources Authority (the "MWRA") in the first three (3) years of the term of the MWRA's lease of the MWRA Building, the lump sum payment of $1,420,000 (based upon the MWRA Building having 240,000 square feet of gross floor area) (hereinafter, the "Lump Sum Payment"), minus all sums previously paid with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above, shall be paid by the Developer in lieu of any and all payments which would otherwise be owing thereafter with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above (but not in lieu of the payment owing pursuant to subparagraph (b)(i) above). In the event that the size of the MWRA Building differs from 240,000 square feet of gross floor area, the Lump Sum Payment shall be adjusted on a pro rata basis.

(c) For purposes of this Paragraph 1, "Permanent Financing" shall refer to the replacement of the construction

financing and land acquisition loan, if applicable, for each Phase of Ruggles Center or One Lincoln Street, as the case may be, with the initial permanent financing. For purposes of this Paragraph 1, "Refinancing" shall refer to the replacement of all or a portion of the then existing financing of a Phase with new financing, except that "Refinancing" shall not include the replacement of the construction financing for each Phase of Ruggles Center with the Permanent Financing except to the extent that said Permanent Financing exceeds the costs for the Phase.

(d) For purposes of this Agreement, "Substantial Construction" shall mean excavation, foundation and construction work on One Lincoln Street, but shall not include demolition, removal of oil, gasoline tanks or hazardous wastes, or the conduct of borings, soils investigations or similar activities whether or not the same require the issuance of a building permit or partial building permit.

RCJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by and between RCJV and the Authority (the "Parcel 18 Cooperation Agreement"). KBJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by and between KBJV and the Authority (the "KBE Cooperation Agreement").

2. Housing Linkage Payment.

KBJV and RCJV shall each be responsible for a Development Impact Project Contribution ("Linkage Payment") as such term is defined in Section 26A-2(3) of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and Ruggles Center, respectively. KBJV and RCJV shall each satisfy its obligations for the Linkage Payment through the election of the Housing Creation Option. It is currently anticipated that the total proceeds from both Projects will be distributed equally to benefit the development of (a) Parcel 22 in Roxbury and (b) Parcels R3 and R3A in the South Cove Urban Renewal Area in Chinatown.

With respect to One Lincoln Street, KBJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front in the manner provided in the Development Impact Project Agreement by and between KBJV and the Authority (the "KBE DIP Agreement") and discounted to net present value, subject to the following: KBJV shall make an advance payment of its Linkage Payment in the amount of $1,000,000 ("Advance Payment"), which Advance Payment shall be paid within thirty (30) days after the execution of the KBE Sale and Construction Agreement. The Advance Payment shall be delivered to the Neighborhood Housing Trust or, if directed by the Neighborhood Housing Trust, to the Authority,

and shall be distributed as provided in the immediately preceding paragraph of this Paragraph 2. For purposes of determining the balance of the Linkage Payment due from KBJV on the KBE Building Permit Date, (1) the Advance Payment shall be deemed to earn interest from the date on which the Advance Payment is made to the Neighborhood Housing Trust (or such other appropriate party to whom Linkage Payments are to be made in accordance with applicable requirements) through the date on which Substantial Construction of One Lincoln Street commences at an interest rate equal to the discount rate used in calculating the net present value of the Linkage Payment due from KBJV on the KBE Building Permit Date, and (2) the Advance Payment, together with all interest deemed to have been earned thereon, shall be credited towards the Linkage Payment due from KBJV.

With respect to each Phase of Ruggles Center, RCJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front in the manner provided in the Development Impact Project Agreement by and between RCJV and the Authority (the "Parcel 18 DIP Agreement") and discounted to net present value. If the MWRA leases or purchases the MWRA Building, RCJV's Linkage Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table D of Article 26A of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26A, and RCJV's Linkage Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26A.

For purposes of this Agreement, "net present value" shall be defined as the value of an amount of money equal to the sum of discounted payments which would have been made by KBJV and RCJV had they elected to satisfy their respective obligations under Article 26A of the Boston Zoning Code through the Housing Payment Option, such discounting to be measured from (x) in the case of One Lincoln Street, the date on which KBJV enters into its Housing Creation Agreement with the Authority and in the case of each Phase of Ruggles Center, the date on which RCJV enters into its Housing Creation Agreement with the Authority through (y) the date on which the final installment of the Housing Payment would have been due had such Payment been made in installments in accordance with Article 26A. Net Present Value shall be determined by applying a composite discount rate to the payments that the Developer would have made under the Housing Payment Option. The discount rate shall be calculated by adding fifty percent of the Developer's verified cost of funds for the construction of its Development Impact Project to fifty percent of the current most recent City of Boston long-term (ten year) municipal bond yield.

RCJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, the Parcel 18

Cooperation Agreement. KBJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

3. Jobs Linkage Payment.

KBJV and RCJV shall each be responsible for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and each Phase of Ruggles Center, respectively. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally. In accordance with Article 26B, the Jobs Payment shall be made in two installments of equal amounts in the manner provided in the KBE DIP Agreement and the Parcel 18 DIP Agreement.

If the MWRA leases or purchases the MWRA Building, RCJV's Jobs Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table E of Article 26B of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26B, and RCJV's Jobs Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26B.

RCJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, the Parcel 18 Cooperation Agreement. KBJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

4. Employment Opportunities.

(a) Construction Jobs.

KBJV and RCJV shall each cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to grant preference in hiring to Boston residents during the construction period. KBJV and RCJV have each agreed to seek to achieve a standard of fifty (50%) percent residents, thirty (30%) percent minorities and ten (10%) percent women on the workforce during the construction of both One Lincoln Street and Ruggles Center. In addition, KBJV and RCJV will assign responsibility to a member of the management staff to serve on a liaison committee ("Liaison Committee") to consist of representatives of unions, contractors, minority business interest groups, appropriate city and state agencies and the Advisory Panel (as defined in Paragraph 14 hereof), which Liaison Committee will monitor compliance with the provisions of Paragraph 4(a) of this

Memorandum of Understanding. KBJV and RCJV will each work with the Liaison Committee to seek to achieve such hiring standard.

KBJV and RCJV shall each execute and deliver to the Mayor's Office of Jobs and Community Services (the "MOJCS"), no later than the KBE Building Permit Date in the case of KBJV and no later than the Phase Building Permit Date for the first Phase of Ruggles Center in the case of RCJV, a plan, to be known as the Boston Residents Construction Employment Plan, which plan shall set forth in detail plans to ensure that its contractors for One Lincoln Street or all Phases of Ruggles Center, as the case may be, and those engaged by said contractors for construction of the applicable Project or Phase thereof, on a craft-by-craft basis meet the following Boston Residents Construction Employment Standards:

1. At least fifty (50%) percent of the total employee workerhours in each trade shall be by bona fide Boston residents;

2. At least thirty (30%) of the total employee workerhours in each trade shall be by minorities;

3. At least ten (10%) of the total employee workerhours in each trade shall be by women.

Workerhours shall include on-the-job training and apprenticeship positions.

RCJV's obligations under this Paragraph 4(a) shall terminate upon RCJV's execution of, and be superseded by, the Parcel 18 Cooperation Agreement. KBJV's obligations under this Paragraph 4(a) shall terminate upon KBJV's execution of, and be superseded by, the KBE Cooperation Agreement.

(b) Permanent Jobs

KBJV and RCJV will each undertake the following with respect to One Lincoln Street and Ruggles Center, respectively:

(i) pursue as a goal the employment in the workforce at their respective Projects, fifty (50%) percent Boston residents, thirty (30%) percent minorities and fifty (50%) percent women;

(ii) notify the appropriate City of Boston agency of employment opportunities at One Lincoln Street or Ruggles Center respective Projects seven (7) business days prior to announcing or advertising the availability of such positions in any communications medium or with any employment or referral agencies;

(iii) notify tenants of One Lincoln Street or Ruggles Center respective Projects, in writing, of the goals of item (i) above and forward to them a copy of the Boston for Boston Employment Services Guide;

(iv) make good faith efforts to encourage tenants of the Projects to hire Boston residents for new job openings;

(v) become a signatory to the Boston Compact;

(vi) participate in the Private Industry Council's Summer Jobs Program;

(vii) solicit statistical information from each tenant of their respective Projects concerning the number of new employees and the percentage of Boston residents hired during the previous year; and

(viii) post notice of available job opportunities at an on-site job posting center as provided in Paragraph 12 below.

KBJV and RCJV shall each also execute and deliver to the MOJCS a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. Such Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents a good faith effort to ensure that certain employment opportunities created by the applicable Project will be made available to fifty (50%) percent Boston Residents, thirty (30%) percent minorities and fifty (50%) percent women. KBJV and RCJV shall each use the services of the MOJCS before embarking on a general recruitment effort to fill entry-level positions within their respective Projects.

RCJV's obligations under this Paragraph 4(b) shall terminate upon RCJV's execution of, and be superseded by, the Parcel 18 Cooperation Agreement. KBJV's obligations under this Paragraph 4(b) shall terminate upon KBJV's execution of, and be superseded by, the KBE Cooperation Agreement.

5. Child Care Facilities.

KBJV will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. RCJV will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. KBJV and RCJV will each work with the City and local communities to design appropriate child care programs. If the MWRA Building is leased or purchased by the MWRA, the 100 child care slots to be provided by RCJV will be in addition to child care services, if any, provided to the MWRA. In addition, if any tenant at One Lincoln Street or Ruggles Center provides its

own child care services on-site, such child care services shall not be included in the 100 child care slots to be provided by KBJV and RCJV. KBJV and RCJV will each work with the Authority and the respective communities on a child care plan to be agreed upon and executed by KBJV, RCJV and the Authority, which plan shall set forth in more detail the location of the proposed child care facilities, the proposed child care program and program design, the proposed child care population to be served by the child care facilities and the proposed delivery date of such child care facilities (the "Child Care Plan"). The obligations of KBJV and RCJV hereunder shall be satisfied so long as KBJV or RCJV, as the case may be, makes available, or causes to be made available, the facilities for which it is responsible hereunder, such facilities to include the fixtures, furnishings and equipment required for the operation of such child care facilities. Neither RCJV nor KBJV shall be responsible for the operation or staffing of such child care facilities.

Notwithstanding the foregoing, if KBJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, KBJV shall place $1,250,000 in escrow with the Authority. Notwithstanding the foregoing, if RCJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, RCJV shall place $1,250,000 in escrow with the Authority. For purposes hereof, KBJV or RCJV, as the case may be, shall be deemed to have made provisions for the child care facilities for which it is responsible hereunder, if it has (i) commenced construction of such facilities, (ii) entered into an agreement for the purchase, lease or development of such facilities, or (iii) entered into an agreement for the operation of such facilities at an identified location. In the event any funds are paid to the Authority in accordance with the foregoing, the Authority will (x) hold the funds in escrow in a money-market interest-bearing account for the benefit of KBJV or RCJV, as the case may be, and (y) pay the funds, together with all interest thereon, to KBJV or RCJV, as the case may be, promptly upon KBJV or RCJV, as applicable, making provisions for such child care facilities in accordance with the foregoing.

It is intended that the fulfillment of the obligations of KBJV or RCJV under this Paragraph shall fully satisfy all obligations relating to child care or day care facilities imposed by the applicable provisions of the Boston Zoning Code with respect to One Lincoln Street or Ruggles Center, as the case may be.

RCJV's obligations under this Paragraph 5 shall terminate upon the execution of, and be superseded by, the Parcel 18 Cooperation Agreement. KBJV's obligations under this Paragraph 5 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

6. Thirty Percent MBE Utilization Goal.

KBJV and RCJV will each use best faith efforts to achieve a thirty (30%) percent minimum goal for the utilization of minority business enterprises ("MBE") for all contracts related to the development of One Lincoln Street and Ruggles Center. Such contracts shall relate to the provision of services in connection with the development of One Lincoln Street and each Phase of Ruggles Center, such as, but not limited to, architectural, engineering, legal and public relations services ("Development Related Contracts"). "Best faith efforts" shall mean reliance on traditional methods of employing contractors for Development Related Contracts and the design and implementation by RCJV and KBJV of a plan ("MBE Development Plan") to assure minority participation for all Development Related Contracts in connection with the development of each Phase of Ruggles Center and One Lincoln Street, respectively. The MBE Development Plan shall include the following elements:

(a) Outreach activities to MBEs to foster minority business participation. Such efforts should be coordinated with the MOJCS, the State Office of Minority Business Assistance, the Task Force and the Neighborhood Council.

(b) Efforts to affirmatively market and promote contracting opportunities and MBE participation to local area businesses and MBEs located in Boston and Massachusetts.

(c) Incorporation in every general construction contract or construction management agreement of the MBE goals for Ruggles Center and One Lincoln Street, respectively, including notifying each general contractor or construction manager of its responsibility to incorporate such standards in all subcontracts.

(d) Development of strategies to cause general contractors to ensure that contracts are bid in a manner which facilitates the participation of MBEs in all levels and tiers of contracting. Such strategies should encourage the formation of joint ventures.

(e) Establishment and maintenance of records of weekly meetings held with the general contractor regarding contractor's achievement of the MBE goals and submission of minutes to the MOJCS within ten days of such meetings.

(f) Submission to the MOJCS and the Liaison Committee of a critical path schedule of work and quarterly projections of minority contracting prior to construction.

(g) Submission to the MOJCS and the Liaison Committee of monthly progress reports on minority contracting which

include company name, contract award amount, type of work performed and length of contract.

RCJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, the Parcel 18 Cooperation Agreement. KBJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

7. Technical Assistance and Outreach to MBE.

KBJV and RCJV will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities, the outreach and liaison work required to attract MBEs during the preconstruction phase and all other development phases of each Project. KBJV and RCJV will each spend time within the Roxbury and Chinatown communities encouraging and recruiting MBEs to participate in the Projects. In addition, KBJV and RCJV will each provide appropriate assistance to MBEs, such as the provision of information and referrals requested by MBEs.

KBJV and RCJV will each make good faith efforts to encourage participation of MBEs during the preconstruction phase and all other development phases of each Project and will each use good faith efforts to cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to provide maximum opportunity to minority subcontractors by employing a diversity of strategies and initiatives such as:

(a) providing written notice to a reasonable number of MBE subcontractors of all major areas of work on each Project or Phase thereof to be subcontracted;

(b) advertising in minority targeted media, such as newspapers and publications, the availability of subcontracting opportunities;

(c) holding pre-bid meetings to apprise minority subcontractors of available work opportunities with respect to each Project or Phase thereof.

RCJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, the Parcel 18 Cooperation Agreement. KBJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

8. One Hundred Thousand ($100,000) Dollar Challenge Grant.

MCPV has contributed Thirty-Six Thousand ($36,000) Dollars to the Neighborhood Council and the Task Force as a planning grant, matching a similar contribution made by the Authority. The matching grant, the remainder of which will be made by KBJV, will

total One Hundred Thousand ($100,000) Dollars over the next two years, such grant to be made as set forth in a letter agreement between MCPV and the Neighborhood Council dated November 9, 1988 and a letter agreement between MCPV and the Task Force dated November 7, 1988. Pursuant to such letter agreements, such grant will be consistent with the terms of the agreement dated December 19, 1988 by and between the Authority and the Task Force and the agreement dated April 3, 1989 by and between the Authority and the Neighborhood Council.

KBJV's obligation under this Paragraph 8 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

9. Four Hundred Thousand ($400,000) Dollar Challenge Grant.

KBJV will make available a Four Hundred Thousand ($400,000) Dollar challenge grant ("$400,000 challenge grant"), subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. A portion of such funds shall be used to expand existing programs which provide practical education, training and certificates in a variety of real estate professions, such as property management, appraisal, brokerage and development. KBJV will provide assistance to the Task Force and the Neighborhood Council in the seeking and raising of the matching portion of the funds. No later than the KBE Building Permit Date, KBJV shall deliver Four Hundred Thousand ($400,000) Dollars (a) to the Authority as escrow agent pending both (i) joint designation by the Task Force, the Neighborhood Council and KBJV (the "Designation") of the recipient or recipients of the $400,000 challenge grant (the "Grant Recipients") and (ii) receipt by the Authority or the Grant Recipients in accordance with the Designation of matching funds on a two-for-one basis, which receipt has been verified in writing jointly by the Task Force, the Neighborhood Council and KBJV (collectively, (i) and (ii) are referred to as the "Release Conditions"), or (b) to the Grant Recipients in accordance with the Designation if the Release Conditions have been satisfied. In the event any of the $400,000 challenge grant is paid to the Authority in accordance with the foregoing, the Authority shall (x) hold such money in escrow in a money-market interest-bearing account for the benefit of the Grant Recipients and (y) pay such money to the Grant Recipients in accordance with the Designation promptly after satisfaction of the Release Conditions, such payments to be made from time to time as matching funds are received and verified in accordance with the Release Conditions. Upon receipt by the Authority or the Grant Recipients in accordance with the Designation of $800,000 in matching funds and verification thereof in accordance with the Release Conditions, interest earned on payments held in escrow by the Authority, if any, shall also be paid by the Authority to the Grant Recipients in accordance with the Designation. Any sums still being held in escrow by the Authority, including all interest earned on sums held in escrow by the Authority at any

time pursuant to this Paragraph, shall be paid to the Grant Recipients two (2) years after the issuance of the KBE Certificate of Occupancy if the Designation has already occurred, or on the date of Designation if the Designation has not yet occurred.

KBJV's obligation under this Paragraph 9 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

10. Thirty Percent MBE Retail.

RCJV and KBJV have each set as a minimum goal the leasing of at least thirty (30%) percent of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street, respectively, to neighborhood-based enterprises and MBEs and will use best efforts to market such retail space to neighborhood-based enterprises and MBEs. In order to reach this goal, RCJV and KBJV each intend to work with local retail merchants and established merchant associations within geographic proximity to their respective Projects to ensure that the local merchants are aware of retail space opportunities in, and have the first opportunity to locate to, Ruggles Center and One Lincoln Street, respectively. RCJV and KBJV will each attempt through advertising and community meetings to encourage many existing and/or developing retail businesses to apply for occupancy at Ruggles Center and One Lincoln Street. In addition, RCJV and KBJV may provide financial assistance to neighborhood-based enterprises or MBE retail merchants for space planning and build-out of the retail space in Ruggles Center and One Lincoln Street, as the case may be, the amount of such financial assistance to any such merchant to be amortized over the term of the lease with the merchant and repaid as additional rent. "Best efforts" shall mean reliance on traditional methods of leasing and, whenever those traditional methods prove insufficient to afford a meaningful opportunity to neighborhood-based enterprises and minority business enterprises to lease space at Ruggles Center and One Lincoln Street, RCJV and KBJV shall take other affirmative measures to sufficiently afford such an opportunity at their respective Projects. Best efforts shall not require that RCJV and KBJV lease space to neighborhood-based enterprises and minority business enterprises under any terms and conditions that are in any respect inconsistent with terms and conditions generally applicable to other lessees at their respective Projects.

RCJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, the Parcel 18 Cooperation Agreement. KBJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

11. Incubator Space.

RCJV will work with the Advisory Panel to develop a business incubator program in one Phase of Ruggles Center to be designated

by RCJV. The primary goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. RCJV will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations, the amount of such financial assistance to the business incubator to be amortized over the term of the lease with the business incubator and repaid as additional rent. RCJV will make a good faith effort with the assistance of the Advisory Panel to identify qualified business operators acceptable to RCJV in its sole discretion. In recognition that subsidies will be required for the business incubator program, RCJV will cooperate with the Task Force, the Neighborhood Council and other community groups in their efforts to obtain such subsidies from private or public sources, but RCJV will neither be responsible for obtaining or providing such subsidies nor for the success of the business incubator program.

RCJV's obligations under this Paragraph 11 shall terminate upon the execution of, and be superseded by, the Parcel 18 Cooperation Agreement.

12. Notice of Availability of Employment Opportunities.

RCJV and KBJV will each provide either on-site or off-site employment centers, such as kiosks or the posting of bulletin boards, prior to and during the construction of Ruggles Center and One Lincoln Street, respectively, so as to inform the public of available employment opportunities at their respective Projects. After construction of Ruggles Center and One Lincoln Street, it is anticipated that notice of available job opportunities will be posted at a job posting center to be located on-site consistent with the Boston for Boston Employment Program Policy.

RCJV's obligations under this Paragraph 12 shall terminate upon the execution of, and be superseded by, the Parcel 18 Cooperation Agreement. KBJV's obligations under this Paragraph 12 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

13. Equity Participation by Community Groups.

By its execution of this Memorandum of Understanding, Ruggles-Bedford Associates, Inc. ("RBA") one of the two general partners of Columbia Plaza Associates ("CPA"), a general partner of both KBJV and RCJV, agrees that, no later than the earlier of (i) one hundred twenty (120) days after the full execution of this Memorandum of Understanding or (ii) final designation of RCJV as developer of Parcel 18, at least ten percent (10%) of the interest of RBA in CPA, shall be held by non-profit community-based organizations. Chinese Investment Limited Partnership ("CILP"), the other general partner of CPA, has already satisfied the requirement that at least ten percent (10%) of the interest of CILP in CPA be held by non-profit community-based organizations by

donating ten percent (10%) of the interest of CILP to the Chinese Consolidated Benevolent Association of New England.

RBA's obligations under this Paragraph 13 shall terminate upon the execution of, and be superseded by, an agreement between RBA and the Authority setting forth the obligations of RBA under this Paragraph 13.

14. Advisory Panel.

RCJV and KBJV will both participate in an advisory panel (the "Advisory Panel") to consist of representatives of all of the parties hereto, appropriate city and state agencies and the Massachusetts Bay Transportation Authority for the purpose of implementing the community benefits to be provided by RCJV and KBJV pursuant to this Memorandum of Understanding, and ensuring compliance with the provisions hereof.

RCJV's obligations under this Paragraph 14 shall terminate upon the execution of, and be superseded by, the Parcel 18 Cooperation Agreement. KBJV's obligations under this Paragraph 14 shall terminate upon the execution of, and be superseded by, the KBE Cooperation Agreement.

B. Successors and Assigns. This Memorandum of Understanding shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than mortgagees or those claiming through mortgagees of Parcel 18, Ruggles Center or any Phase thereof or the KBE Parcel or One Lincoln Street, unless said party obtains title to Parcel 18, Ruggles Center or any Phase thereof or the KBE Parcel or One Lincoln Street and proceeds with the development thereof), it being understood and agreed that RCJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of Parcel 18, Ruggles Center and any Phase thereof, and KBJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of the KBE Parcel and One Lincoln Street, subject in each case to such limitations as may be contained in the Parcel 18 Conveyance and Construction Agreement or the KBE Sale and Construction Agreement, as the case may be.

C. Limitation of Liability. The liability of RCJV or its successors and assigns (including, without limitation, mortgagees) (the "Phase Developer") arising under this Memorandum of Understanding with respect to each Phase shall be limited solely to the assets and property of the Phase Developer with respect to such Phase in accordance with the provisions of the Parcel 18 Conveyance and Construction Agreement, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Phase Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability

of the Phase Developer hereunder or thereunder. A deficit capital account of a partner of the Phase Developer shall not be deemed to be a liability of such partner nor an asset or property of the Phase Developer.

The liability of KBJV or its successors and assigns (including, without limitation, mortgagees) (the "KBE Developer") arising under this Memorandum of Understanding with respect to One Lincoln Street shall be limited solely to the assets and property of the KBE Developer with respect to One Lincoln Street in accordance with the provisions of the KBE Sale and Construction Agreement, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the KBE Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the KBE Developer hereunder or thereunder. A deficit capital account of a partner of the KBE Developer shall not be deemed to be a liability of such partner nor an asset or property of the KBE Developer.

D. Default. Each and every covenant contained in this Memorandum of Understanding is and shall be construed to be a separate and independent covenant and shall, as relevant, apply separately to One Lincoln Street and each Phase of Ruggles Center, and a default with respect to any covenant as it relates to One Lincoln Street shall not constitute a default with respect to Ruggles Center, and a default with respect to Ruggles Center shall not constitute a default with respect to One Lincoln Street. Furthermore, a default with respect to one Phase of Ruggles Center shall not constitute a default with respect to any other Phase of Ruggles Center.

E. Severability. If any term or provision of this Memorandum of Understanding, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Memorandum of Understanding, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Memorandum of Understanding shall be valid and shall be enforced to the extent permitted by law.

F. Governing Law. This Memorandum of Understanding shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

G. Termination. Except as otherwise provided herein, obligations of KBJV hereunder shall terminate on the Termination Date as defined in the KBE Cooperation Agreement, unless sooner terminated by the provisions hereof. Except as otherwise provided herein, obligations of RCJV hereunder shall terminate on the Termination Date for the applicable phase as defined in the Parcel 18 Cooperation Agreement, unless sooner terminated by the provisions hereof.

H. Notices. All notices or other communications required or permitted to be given under this Memorandum of Understanding shall be in writing, signed by a duly authorized officer or representative of the Authority, KBJV, RCJV, the Task Force or the Neighborhood Council, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

KBJV:

Kingston Bedford Joint Venture
c/o Metropolitan/Columbia Plaza Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

RCJV:

Ruggles Center Joint Venture
c/o Metropolitan/Columbia Plaza Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

Boston Redevelopment Authority:

Director's Office
One City Hall Plaza
Boston, MA 02201

with copy to:

Boston Redevelopment Authority
Chief General Counsel
One City Hall Plaza
Boston, MA 02201

Parcel 18+ Development
Task Force

Parcel 18+ Development Task Force
2406 Washington Street
Boston, MA 02119

Chinatown/South Cove
Neighborhood Council

Chinatown/South Cove Neighborhood
Council
31 Beach Street
Boston, MA 02111

I. Amendment. This Memorandum of Understanding, or any part hereof, may be amended from time to time hereafter only in writing executed by all of the parties hereto.

J. Conflicts. To the extent that this Memorandum of Understanding contains terms that conflict with the terms contained in the KBE Sale and Construction Agreement, the Parcel 18 Conveyance and Construction Agreement, the Cooperation Agreement, or the Development Impact Project Agreement pertaining to a Project or Phase of Parcel 18, or any other agreements entered into by and between the Authority and RCJV (and other appropriate parties, if any) with respect to Parcel 18, Ruggles Center or any Phase thereof and the Authority and KBJV (and other appropriate parties, if any) with respect to the KBE Parcel or One Lincoln Street, the terms of such other agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers and thereunto duly authorized as of the day and year first above written.

Approved as to Form:

Robert F. McNeil by
Chief General Counsel
Boston Redevelopment
Authority

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

PARCEL 18+ DEVELOPMENT TASK FORCE

By: _____

CHINATOWN/SOUTH COVE NEIGHBORHOOD
COUNCIL

By: _____

KINGSTON BEDFORD JOINT VENTURE,
a Massachusetts general partnership

By: METROPOLITAN STRUCTURES, an
Illinois general partnership

By: Metco Properties, an
Illinois limited partnership

By: _____
a General Partner

By: COLUMBIA PLAZA ASSOCIATES, a
Massachusetts general partnership

By: Ruggles-Bedford Associates, Inc.,
a general partner

By: _____
Its _____

By: Chinese Investment Limited Partnership,
a general partner

By: Chinese Investment Group,
Inc., a general partner

By: _____
Its TREASURER

By: METROPOLITAN/COLUMBIA PLAZA VENTURE,
a Massachusetts general partnership

By: Metropolitan Structures, an
Illinois general partnership

By: Metco Properties, an
Illinois limited partnership

By: _____
a General Partner

By: Columbia Plaza Associates, a
Massachusetts general partnership

By: Ruggles-Bedford Associates,
Inc., a general partner

By: _____
Its _____

By: Chinese Investment Limited
Partnership, a general partner

By: Chinese Investment Group,
Inc., a general partner

By: _____
Its TREASURER

KINGSTON BEDFORD JOINT VENTURE,
a Massachusetts general partnership

By: METROPOLITAN STRUCTURES, an
Illinois general partnership

By: Metco Properties, an
Illinois limited partnership

By: _____
a General Partner

By: COLUMBIA PLAZA ASSOCIATES, a
Massachusetts general partnership

By: Ruggles-Bedford Associates, Inc.,
a general partner

By: _____
Its_____

By: Chinese Investment Limited Partnership,
a general partner

By: Chinese Investment Group,
Inc., a general partner

By: _____
Its_____

By: METROPOLITAN/COLUMBIA PLAZA VENTURE,
a Massachusetts general partnership

By: Metropolitan Structures, an
Illinois general partnership

By: Metco Properties, an
Illinois limited partnership

By: _____
a General Partner

By: Columbia Plaza Associates, a
Massachusetts general partnership

By: Ruggles-Bedford Associates,
Inc., a general partner

By: _____
Its_____

By: Chinese Investment Limited
Partnership, a general partner

By: Chinese Investment Group,
Inc., a general partner

By: _____
Its_____

RUGGLES CENTER JOINT VENTURE,
a Massachusetts general partnership

By: METROPOLITAN STRUCTURES, an
Illinois general partnership

By: Metco Properties, an
Illinois limited partnership

By: _____
a General Partner

By: COLUMBIA PLAZA ASSOCIATES, a
Massachusetts general partnership

By: Ruggles-Bedford Associates, Inc.,
a general partner

By: _____
Its _____

By: Chinese Investment Limited Partnership,
a general partner

By: Chinese Investment Group,
Inc., a general partner

By: _____
Its TREASURER

By: METROPOLITAN/COLUMBIA PLAZA VENTURE,
a Massachusetts general partnership

By: Metropolitan Structures, an
Illinois general partnership

By: Metco Properties, an
Illinois limited partnership

By: _____
a General Partner

By: Columbia Plaza Associates, a
Massachusetts general partnership

By: Ruggles-Bedford Associates,
Inc., a general partner

By: _____
Its _____

By: Chinese Investment Limited
Partnership, a general partner

By: Chinese Investment Group,
Inc., a general partner

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Its TREASURER

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a Massachusetts general partnership

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Illinois limited partnership

By: _____
a General Partner

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Massachusetts general partnership

By: Ruggles-Bedford Associates,
Inc., a general partner

By: _____
Its_____

By: Chinese Investment Limited
Partnership, a general partner

By: Chinese Investment Group,
Inc., a general partner

By: _____
Its_____

EXECUTED as of this 11 day of Sept., 1989 solely to agree to be bound by the provisions of Paragraph A.13 of this Memorandum of Understanding:

RUGGLES-BEDFORD ASSOCIATES, INC.

By: _____

CHINESE INVESTMENT LIMITED PARTNERSHIP

By: _____

Boston Residents
Permanent Jobs Employment Opportunity Plan
for
One Lincoln Street

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made as of the ____ day of _____, 1990, by and between the Mayor's Office of Jobs and Community Services (the "OJCS") and Kingston Bedford Joint Venture, a Massachusetts general partnership with a principal office at 125 Summer Street, Boston, MA 02110 (the "Developer").

The Developer is the developer of the commercial real estate project known as One Lincoln Street bounded by Essex, Lincoln, Kingston and Bedford Streets and the John F. Fitzgerald Expressway (the "Development"). The Developer is a party to a Cooperation Agreement dated September 11, 1989 and a Boston Residents Construction Employment Plan dated December 20, 1989 (collectively the "Development Agreements"). Pursuant to the Development Agreements, the Developer has agreed to formulate and submit to the OJCS a voluntary Employment Opportunity Plan, the purpose of which is to detail the Developer's good faith efforts to pursue as a goal the employment in the workforce at the Development fifty percent (50%) Boston residents, thirty percent (30%) minorities and fifty percent (50%) women.

Working in a cooperative effort with the OJCS, the Developer has formulated such a plan, and has agreed to pursue the plan in the Development.

The Employment Opportunity Plan set forth in this Memorandum of Understanding recognizes that substantially all of the entry level new job opportunities to be created in the Development will be created and filled by tenants of the Development (the "Tenants"). Therefore, the following Employment Opportunity Plan (the "Plan") focuses upon steps which a Developer, as landlord, can take to urge and encourage its Tenants to hire Boston residents, minorities and women for new job openings. The Plan details two basic approaches to that endeavor, the first being to fulfill a leadership role in which the Developer/landlord utilizes the employment training and referral resources available in the City of Boston, and the second being to act as a conduit to Tenants for information about those resources. The following paragraphs set forth the joint Employment Opportunity Plan:

I. Undertakings by Developers

A. With respect to all persons employed by the Developer in connection with the operation, management, and maintenance of, and provision of security to, the Development, the Developer will pursue as a goal the employment in the work force employed at the Development site fifty percent (50%) Boston residents, thirty percent (30%) minorities and fifty percent (50%) women. Persons employed by any management, security or similar

services whose personnel are permanently assigned to and work at the Development shall be considered employed by Developer.

B. The Developer will enter into a First Source Agreement with OJCS substantially in the form attached to this Memorandum of Understanding as Exhibit "A".

C. The Developer will participate, and indicate such participation by execution of the appropriate letter of intent or pledge card, in the form attached to this Memorandum of Understanding as Exhibits "B", and "C", in the following programs of the Private Industry Council (PIC):

1. Summer Jobs Program

2. The Boston Compact

In addition, the Developer will meet with a representative of the PIC for the purpose of exploring opportunities to participate in other PIC initiatives.

D. The Developer will assign or cause to be assigned to the management staff for the Development a liaison officer who shall be responsible for compliance with Developer's ongoing obligations under the Plan.

II. Dissemination of Information to Tenants

A. Subsequent to the final execution and delivery of a lease for space in the Development, the Developer will send to the Tenant thereunder a letter substantially in the form of Exhibit "D" to this Memorandum of Understanding, which letter will transmit the Employment Services Guide entitled "Boston for

Boston" annexed to this Memorandum of Understanding as Exhibit "E", which Employment Services Guide has been produced by and at the expense of the Developer with the cooperation of OJCS.

B. During the month of September in each year through and including 1996, the Developer will solicit from each tenant in the Development statistical information concerning the number of new employees hired by Tenant during the preceding calendar year and the percentage thereof who are Boston residents. Such statistical information will be transmitted to the City, c/o Mayor's Office of Jobs and Community Services, 43 Hawkins Street, Boston, MA Attention: Director or the City's designated agency by the Developer no later than September 30th in each such year.

III. Continuing Joint Efforts

The Developer will convene annually in November of each year through and including 1996 to meet with OJCS for the purpose of updating and revising the Employment Services Guide. Upon each such annual update or revision to the Employment Services Guide, the Developer will redistribute the Employment Services Guide, or supplementary or substitute pages thereto, to each tenant in the Development, accompanied by a transmittal letter to be formulated by the Developer at the time such update or revision is prepared.

IV. Miscellaneous

A. The execution of this Memorandum of Understanding subscribing to the foregoing Employment Opportunity Plan by the

Developer is hereby recognized by the OJCS to satisfy each and every obligation of the Developer under the Development Agreements to formulate such a Plan. The foregoing Employment Opportunity Plan is hereby approved by the OJCS. The Developer hereby agrees to fulfill all of the undertakings and responsibilities imposed upon the Developer by the Plan from the date hereof through and including 1996. This Memorandum of Understanding shall be binding upon and inure to the benefit of the successor owners of the Development.

B. The OJCS agrees to look solely to the interests of the Developer or its successors or assigns (other than mortgagees of the Development, unless said party obtains title to the Development and proceeds with the development thereof) from time to time in the Development that is subject to this Agreement for any claim against the Developer or its successors or assigns (including, without limitation, mortgagees), arising under this Agreement in connection with the Development. Furthermore, but without limiting the foregoing, liability arising under this Plan in connection with the Development shall be limited to the interests of the Developer or its successors or assigns (including, without limitation, mortgagees) in the Development. The Developer named herein and each successive owner of Development shall be liable only for obligations accruing during the period of its ownership thereof.

C. Neither the Developer nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Developer or its successors and assigns (including, without limitation, mortgagees) shall be personally or individually liable under this Plan, nor shall it or they be answerable or liable beyond the extent of its or their interest in the Development. A deficit capital account of a partner of the Developer shall not be deemed to be a liability of such partner nor an asset or property of the Developer.

D. The obligations of the Developer set forth in Paragraph 13(b) of the Cooperation Agreement are the same as the obligations of the Developer hereunder. Accordingly, this Plan shall supersede the obligations of the Developer under Paragraph 13(b) of the Cooperation Agreement, the obligations thereunder to be of no further force and effect.

EXECUTED as of the date first above written.

THE MAYOR'S OFFICE OF JOBS AND COMMUNITY SERVICES

By: _____
Nancy Snyder
Director

KINGSTON BEDFORD JOINT VENTURE

By: _____

EXHIBIT "A"

FIRST SOURCE AGREEMENT

Preliminary Statement

WHEREAS, Kingston Bedford Joint Venture, a Massachusetts general partnership (the "Developer") is engaged in the development of the project known as One Lincoln Street and bounded by Essex, Lincoln, Kingston and Bedford Streets and the John F. Fitzgerald Expressway (the "Development").

WHEREAS, pursuant to a Memorandum of Understanding by and between the Developer and the Mayor's Office of Jobs and Community Services ("OJCS") dated _____, setting forth Developer's Employment Opportunity Plan, Developer has agreed to enter into this First Source Agreement with OJCS which operates the Boston For Boston Placement Office (the "Placement Office").

NOW, THEREFORE, the Developer and OJCS agree that, for the period from the date hereof through 1996, the Developer shall, in seeking qualified employees to fill job vacancies and new employment positions for operating, security, maintenance and management personnel employed at the Development directly by the Developer, or any such personnel permanently assigned to the Development who are employed by any service, maintenance, security or management agent or independent contractor engaged by the Developer, whether such positions be full-time, part-time or seasonal, Developer shall follow the following procedures:

A. Prior to announcing or advertising the availability of an employment position created by vacancy of an existing position or of a new employment position at the Development in any

communications medium (other than compliance with internal posting procedures) or with any employment or referral agency, the Developer will notify the Placement Office c/o Mayor's Office of Jobs and Community Services, 43 Hawkins Street, Boston, MA 02114, of such position, including a general description of the position and Developer's minimum requirements for qualified applicants therefor, and shall request the Placement Office to refer qualified applicants for such position. The Developer shall refrain from such announcement or advertisement for a period of five (5) business days after notification to the Placement Office of the availability of such position. Such five (5) day period is hereinafter referred to as the "Advance Notice Period".

B. Upon receipt from the Developer of a notice of an employment position, the Placement Office shall refer to the Developer candidates for employment whom the Placement Office believes are qualified for the position and who meet the Developer's minimum requirements for such position, and shall make arrangements for the person or persons referred to be interviewed by the Developer within the Advance Notice Period. In the event that the Placement Office believes that it is unable to refer qualified candidates for such position within the Advance Notice Period, it shall so inform the Developer, thereby waiving the obligation of the Developer to refrain from further announcement or advertisement to fill such position during the balance of the Advance Notice Period.

C. Nothing contained herein shall prevent the Developer from filling job vacancies or newly created positions without compliance with the foregoing procedures by transfer or

promotion from its existing staff or from a file of qualified applicants maintained by the Developer; provided, however, that the Developer shall give consideration first to those applicants in such file of qualified applicants previously referred by the Placement Office. Further, nothing contained herein shall be construed to require Developer or any service, maintenance, security or management agent or independent contractor engaged by the Developer to hire any candidate referred by the Placement Office.

D. The Developer shall incorporate the provisions of the First Source Agreement in all contracts, agreements, and purchase orders for labor with any service, maintenance, security or management agent or independent contractor engaged by the Developer whose personnel will be permanently assigned to the Development and shall obligate such agent or independent contractor to comply with the procedures set forth in Paragraphs A through C hereof.

Executed this _____ day of _____, 19__.

CITY OF BOSTON ACTING BY AND THROUGH THE MAYOR'S OFFICE OF JOBS AND COMMUNITY SERVICES

By: _____
Nancy Snyder
Director

KINGSTON BEDFORD JOINT VENTURE

By: _____

KINGSTON BEDFORD JOINT VENTURE, a Massachusetts general partnership

By: METROPOLITAN STRUCTURES, an Illinois general partnership, a general partner

By: Metco Properties, an Illinois limited partnership

By: _____
a General Partner

By: COLUMBIA PLAZA ASSOCIATES, a Massachusetts general partnership, a general partner

By: Ruggles-Bedford Associates, Inc., a Massachusetts corporation

By: _____
Its_____

By: Chinese Investment Limited Partnership, a Massachusetts limited partnership, a general partner

By: Chinese Investment Group, Inc., a Massachusetts Corporation

By: _____
Its_____

By: METROPOLITAN/COLUMBIA PLAZA VENTURE, a Massachusetts general partnership, a general partner

By: Metropolitan Structures, an Illinois general partnership, a general partner

By: Metco Properties, an Illinois limited partnership

By: _____
a General Partner

By: Columbia Plaza Associates, a Massachusetts general partnership, a general partner

By: Ruggles-Bedford Associates, Inc., a Massachusetts corporation

By: _____
Its_____

By: Chinese Investment Limited Partnership, a Massachusetts limited partnership, a general partner

By: Chinese Investment Group, Inc., a Massachusetts corporation

By: _____
Its_____

Boston Residents
Permanent Jobs Employment Opportunity Plan
for
Ruggles Center

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made as of the ____ day of _____, 1990, by and between the Mayor's Office of Jobs and Community Services (the "OJCS") and Ruggles Center Joint Venture, a Massachusetts general partnership with a principal office at 125 Summer Street, Boston, MA 02110 (the "Developer").

The Developer proposes to construct a mixed-use development, including the construction of up to five multi-story buildings (the "Development") on a parcel of land bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority. The Developer proposes to construct the Development in one or more phases and proposes to develop an office building and a parking garage on the first phase ("Phase I"). The Developer is a party to a Cooperation Agreement dated September 11, 1989 and a Boston Residents Construction Employment Plan dated December 20, 1989 (collectively the "Development Agreements"). Pursuant to the Development Agreements, the Developer has agreed to formulate and submit to the OJCS a voluntary Employment Opportunity Plan, the purpose of which is to detail the Developer's good faith efforts to pursue as a goal the employment in the workforce at the

Development fifty percent (50%) Boston residents, thirty percent (30%) minorities and fifty percent (50%) women.

Working in a cooperative effort with the OJCS, the Developer has formulated such a plan, and has agreed to pursue the plan in the Development.

The Employment Opportunity Plan set forth in this Memorandum of Understanding recognizes that substantially all of the entry level new job opportunities to be created in the Development will be created and filled by tenants of the Development (the "Tenants"). Therefore, the following Employment Opportunity Plan (the "Plan") focuses upon steps which a Developer, as landlord, can take to urge and encourage its Tenants to hire Boston residents, minorities and women for new job openings. The Plan details two basic approaches to that endeavor, the first being to fulfill a leadership role in which the Developer/landlord utilizes the employment training and referral resources available in the City of Boston, and the second being to act as a conduit to Tenants for information about those resources. The following paragraphs set forth the joint Employment Opportunity Plan:

I. Undertakings by Developers

A. With respect to all persons employed by the Developer in connection with the operation, management, and maintenance of, and provision of security to, the Development, the Developer will pursue as a goal the employment in the work force employed at the Development site fifty percent (50%) Boston

residents, thirty percent (30%) minorities and fifty percent (50%) women. Persons employed by any management, security or similar services whose personnel are permanently assigned to and work at the Development shall be considered employed by Developer.

B. The Developer will enter into a First Source Agreement with OJCS substantially in the form attached to this Memorandum of Understanding as Exhibit "A".

C. The Developer will participate, and indicate such participation by execution of the appropriate letter of intent or pledge card, in the form attached to this Memorandum of Understanding as Exhibits "B", and "C", in the following programs of the Private Industry Council (PIC):

1. Summer Jobs Program

2. The Boston Compact

In addition, the Developer will meet with a representative of the PIC for the purpose of exploring opportunities to participate in other PIC initiatives.

D. The Developer will assign or cause to be assigned to the management staff for the Development a liaison officer who shall be responsible for compliance with Developer's ongoing obligations under the Plan.

II. Dissemination of Information to Tenants

A. Subsequent to the final execution and delivery of a lease for space in the Development, the Developer will send to the Tenant thereunder a letter substantially in the form of

Exhibit "D" to this Memorandum of Understanding, which letter will transmit the Employment Services Guide entitled "Boston for Boston" annexed to this Memorandum of Understanding as Exhibit "E", which Employment Services Guide has been produced by and at the expense of the Developer with the cooperation of OJCS.

B. During the month of September in each year through and including 1996, the Developer will solicit from each tenant in the Development statistical information concerning the number of new employees hired by Tenant during the preceding calendar year and the percentage thereof who are Boston residents. Such statistical information will be transmitted to the City, c/o Mayor's Office of Jobs and Community Services, 43 Hawkins Street, Boston, MA Attention: Director or the City's designated agency by the Developer no later than September 30th in each such year.

III. Continuing Joint Efforts

The Developer will convene annually in November of each year through and including 1996 to meet with OJCS for the purpose of updating and revising the Employment Services Guide. Upon each such annual update or revision to the Employment Services Guide, the Developer will redistribute the Employment Services Guide, or supplementary or substitute pages thereto, to each tenant in the Development, accompanied by a transmittal letter to be formulated by the Developer at the time such update or revision is prepared.

IV. Miscellaneous

A. The execution of this Memorandum of Understanding subscribing to the foregoing Employment Opportunity Plan by the Developer is hereby recognized by the OJCS to satisfy each and every obligation of the Developer under the Development Agreements to formulate such a Plan. The foregoing Employment Opportunity Plan is hereby approved by the OJCS. The Developer hereby agrees to fulfill all of the undertakings and responsibilities imposed upon the Developer by the Plan from the date hereof through and including 1996. This Memorandum of Understanding shall be binding upon and inure to the benefit of the successor owners of the Development.

B. The OJCS agrees to look solely to the interests of the Developer or its successors or assigns (other than mortgagees of the Development, unless said party obtains title to the Development and proceeds with the development thereof) from time to time in the Development that is subject to this Agreement for any claim against the Developer or its successors or assigns (including, without limitation, mortgagees), arising under this Agreement in connection with the Development. Furthermore, but without limiting the foregoing, liability arising under this Plan in connection with the Development shall be limited to the interests of the Developer or its successors or assigns (including, without limitation, mortgagees) in the Development. The Developer named herein and each successive owner of

Development shall be liable only for obligations accruing during the period of its ownership thereof.

C. Neither the Developer nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Developer or its successors and assigns (including, without limitation, mortgagees) shall be personally or individually liable under this Plan, nor shall it or they be answerable or liable beyond the extent of its or their interest in the Development. A deficit capital account of a partner of the Developer shall not be deemed to be a liability of such partner nor an asset or property of the Developer.

D. The obligations of the Developer set forth in Paragraph 15 of the Cooperation Agreement are the same as the obligations of the Developer hereunder. Accordingly, this Plan shall supersede the obligations of the Developer under Paragraph 15 of the Cooperation Agreement, the obligations thereunder to be of no further force and effect.

EXECUTED as of the date first above written.

THE MAYOR'S OFFICE OF JOBS AND COMMUNITY SERVICES

By: _____
Nancy Snyder
Director

RUGGLES CENTER JOINT VENTURE

By: _____

EXHIBIT "A"

FIRST SOURCE AGREEMENT

Preliminary Statement

WHEREAS, Ruggles Center Joint Venture, a Massachusetts general partnership (the "Developer") is engaged in the development of the project known as Ruggles Center and bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority (the "Development").

WHEREAS, pursuant to a Memorandum of Understanding by and between the Developer and the Mayor's Office of Jobs and Community Services ("OJCS") dated _____, setting forth Developer's Employment Opportunity Plan, Developer has agreed to enter into this First Source Agreement with OJCS which operates the Boston For Boston Placement Office (the "Placement Office").

NOW, THEREFORE, the Developer and OJCS agree that, for the period from the date hereof through 1996, the Developer shall, in seeking qualified employees to fill job vacancies and new employment positions for operating, security, maintenance and management personnel employed at the Development directly by the Developer, or any such personnel permanently assigned to the Development who are employed by any service, maintenance, security or management agent or independent contractor engaged by the Developer, whether such positions be full-time, part-time or seasonal, Developer shall follow the following procedures:

A. Prior to announcing or advertising the availability of an employment position created by vacancy of an existing

position or of a new employment position at the Development in any communications medium (other than compliance with internal posting procedures) or with any employment or referral agency, the Developer will notify the Placement Office c/o Mayor's Office of Jobs and Community Services, 43 Hawkins Street, Boston, MA 02114, of such position, including a general description of the position and Developer's minimum requirements for qualified applicants therefor, and shall request the Placement Office to refer qualified applicants for such position. The Developer shall refrain from such announcement or advertisement for a period of five (5) business days after notification to the Placement Office of the availability of such position. Such five (5) day period is hereinafter referred to as the "Advance Notice Period".

B. Upon receipt from the Developer of a notice of an employment position, the Placement Office shall refer to the Developer candidates for employment whom the Placement Office believes are qualified for the position and who meet the Developer's minimum requirements for such position, and shall make arrangements for the person or persons referred to be interviewed by the Developer within the Advance Notice Period. In the event that the Placement Office believes that it is unable to refer qualified candidates for such position within the Advance Notice Period, it shall so inform the Developer, thereby waiving the obligation of the Developer to refrain from further announcement or advertisement to fill such position during the balance of the Advance Notice Period.

C. Nothing contained herein shall prevent the Developer from filling job vacancies or newly created positions

without compliance with the foregoing procedures by transfer or promotion from its existing staff or from a file of qualified applicants maintained by the Developer; provided, however, that the Developer shall give consideration first to those applicants in such file of qualified applicants previously referred by the Placement Office. Further, nothing contained herein shall be construed to require Developer or any service, maintenance, security or management agent or independent contractor engaged by the Developer to hire any candidate referred by the Placement Office.

D. The Developer shall incorporate the provisions of the First Source Agreement in all contracts, agreements, and purchase orders for labor with any service, maintenance, security or management agent or independent contractor engaged by the Developer whose personnel will be permanently assigned to the Development and shall obligate such agent or independent contractor to comply with the procedures set forth in Paragraphs A through C hereof.

Executed this _____ day of _____, 19__.

CITY OF BOSTON ACTING BY AND THROUGH THE MAYOR'S OFFICE OF JOBS AND COMMUNITY SERVICES

By: _____
Nancy Snyder
Director

RUGGLES CENTER JOINT VENTURE

By: _____

RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership

By: METROPOLITAN STRUCTURES, an Illinois general partnership, a general partner

By: Metco Properties, an Illinois limited partnership

By: _____
a General Partner

By: COLUMBIA PLAZA ASSOCIATES, a Massachusetts general partnership, a general partner

By: Ruggles-Bedford Associates, Inc., a Massachusetts corporation

By: _____
Its_____

By: Chinese Investment Limited Partnership, a Massachusetts limited partnership, a general partner

By: Chinese Investment Group, Inc., a Massachusetts Corporation

By: _____
Its_____

By: METROPOLITAN/COLUMBIA PLAZA VENTURE, a Massachusetts general partnership, a general partner

By: Metropolitan Structures, an Illinois general partnership, a general partner

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By: _____
Its_____

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By: Chinese Investment Group, Inc., a Massachusetts corporation

By: _____
Its_____

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PARCEL TO PARCEL LINKAGE 1

BOSTON REDEVELOPMENT AUTHORITY - BRA

BOARD ACTIONS - LEGAL

AGENCY	DATE	ACTION
BRA	04/17/86	Confirmatory Order of Taking - Parcel 18
BRA	06/12/86	Informational Memorandum on Parcel to Parcel Linkage 1 - RFQ
BRA	09/25/86	Adopted "Resolution of the BRA regarding disposition policies for the K/B garage, Essex Street lot, and Parcel 18"
BRA	06/04/87	RFQ presentations - summary and recommendation
BRA	06/18/87	Final recommendation for Parcel to Parcel Linkage 1
BRA	06/25/87	Columbia Plaza Associates tentatively designated as the minority developer
BRA	10/08/87	Approved and commenced the 120 day Challenge Track process
BRA	03/10/88	Recommended full tentative designation of Columbia Plaza Associates and Metropolitan Structures
BRA	01/12/89	Authorized to advertise a public hearing on the 121A application of Lincoln Redevelopment Corporation

BRA	01/26/89	Authorized to postpone a public hearing on the 121A application
BRA	03/09/89	Authorized the preparation of a favorable Report and Decision on the 121A application of KBE I, KBE II and KBE III.
BRA	04/27/89	Authorized to execute license allowing Parcel 18 Task Force to use office space at 2406 Washington Street
BRA	04/27/89	Authorized to execute Development Agreement with MBTA and MCPV
BRA	06/29/89	Approval of DIP and PDA Plans for One Lincoln, and of DIP, PDA, and Master Plans for Ruggles Center; minor modifications to Campus High and South End Urban Renewal Plans
BRA	06/29/89	S. STATION ZONING
BRA	?	Authorization to execute Technical Assistance Contract No. 2 with PBQ & D for engineering services on P/18 garage

this should go in technical contracts section.

BRA ✓	02/08/90	Final Designation of MCPV and authorization to issue Adequacy Determination for One Lincoln
" ✓	Sept 27 1990 (?)	Extending 1985 MOU BRA - COMM WEALTH - CITY For 5 YRS
"	~~F~~ 3/29/90	Dir authorize contract for $25,000 w/ PIP TASK FORCE
"	1-30-91	?? Amend proposed vote re fund balance on legal exp.
"	9-12-91	BRA auth advert. of public hrg re amend. To Roggio Ct. Master Plan + Revised Phase I
"	9-26-91	PUBLIC HRG PIP amend dev. Plan

K4/08

MEMORANDUM APRIL 17, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICHARD GARVER, ASSISTANT DIRECTOR FOR
SPECIAL PROJECTS
MARTHA BAILEY, SENIOR PROJECT COORDINATOR

SUBJECT: CONFIRMATORY ORDER OF TAKING OF STREETS WITHIN PARCEL 18 LOCATED IN THE SOUTH END AND CAMPUS HIGH URBAN RENEWAL PROJECT AREAS

The Parcel 18 development is moving ahead quickly, with recent release of the Draft Interim Report. The BRA has been acting as development agent for the City and the State in accordance with the Parcel 18+ Agreement approved by the Board on July 25, 1985 and signed by the Mayor, Governor and BRA Director on July 31, 1985.

There are city streets within the parcel boundaries which have been functionally discontinued as public rights-of-way in order to consolidate the site initially for construction of the Ruggles Street Station and the Southwest Corridor tracks and later for the development of the proposed Parcel 18 mixed-use project. Parcel 18 is included partially within the South End Urban Renewal Project Area and partially within the Campus High Urban Renewal Project Area.

For title perfection purposes, it is proposed that there be a confirmatory order of taking of the land under the city streets within the Parcel 18 boundaries which are Ruggles Street (formerly Whittier Street), Tremont Street, Melnea Cass Boulevard (formerly Sarsfield Street) and the Southwest Corridor. The streets include portions of Columbus Avenue, Ruggles Street, Weston Street and Grinnell Street; and Hammett Street.

An appropriate vote follows:

VOTED: That the Authority authorize a Confirmatory Order of Taking of the land under the city streets within the Parcel 18 boundaries, with the total area included within the South End and Campus High Urban Renewal Project Areas.

Recorded May 16, 1986

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

RESOLUTION

BE IT RESOLVED by the Boston Redevelopment Authority that an Order of Taking dated APR 17 1986 relating to portions of the CAMPUS HIGH SCHOOL URBAN RENEWAL AREA, MASS. R-129 and the SOUTH END URBAN RENEWAL AREA, MASS. R-56, be executed and made a permanent part of these proceedings, copies of which the Secretary shall cause to be recorded in the office of the Registry of Deeds for the County of Suffolk.

A true copy

CERTIFICATE

I hereby certify that the following names constitute the entire membership of the Boston Redevelopment Authority:

Robert L. Farrell
Joseph J. Walsh
James K. Flaherty
Clarence J. Jones
Michael F. Donlan

A true copy

ATTEST: Kane Simonian

Secretary of the Boston Redevelopment Authority

FILED/REGISTRY/DEEDS: 5-16-86

BOOK 12499 Page 035 DOC 434

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

BOSTON REDEVELOPMENT AUTHORITY

ORDER OF TAKING

WHEREAS, the Boston Redevelopment Authority, in accordance with G.L., c. 121B and its predecessor statute, G.L., c. 121, adopted and filed in the Suffolk County Registry of Deeds, Book 8358, page 62, an Order of Taking, dated April 2, 1970, concerning and describing the CAMPUS HIGH SCHOOL URBAN RENEWAL AREA, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof;

WHEREAS, the Boston Redevelopment Authority, in accordance with G.L., c. 121B and its predecessor statute G.L., c. 121, adopted and filed in the Suffolk County Registry of Deeds, Book 8056, page 295, an Order of Taking, dated June 30, 1966, concerning and describing the SOUTH END URBAN RENEWAL AREA, MASS. R-36, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof; and

WHEREAS, the Redevelopment Authority has deposited with the Mayor of the City of Boston security to his satisfaction for the payment of such damages as may be awarded in accordance with law to the owner or owners of said area, as required by G.L., c. 79, § 40.

NOW, THEREFORE, ORDERED that the Boston Redevelopment Authority, acting under the provisions of Chapter 121B and without limiting the generality of the foregoing Section 48, subparagraph (b) of General Laws (Ter. Ed.) Chapter 121B, and all other authority thereunto enabling, and pursuant to the applicable provisions of General Laws (Ter. Ed.) Chapter 79, as amended, and of any and every other power and authority to it, granted or implied, hereby takes for itself in fee simple

by eminent domain for the purposes hereinbefore set forth, the area or areas located in the City of Boston as hereinafter described, including all parcels of land therein, together with any and all easements and rights appurtenant thereto, including the trees, buildings and other structures standing upon or affixed thereto, and including the fee to the center of any and all public streets, highways and public ways, contiguous and adjacent to said area or areas, except any and all easements of travel in and to any and all public streets, highways and public ways in said area or areas or contiguous and adjacent thereto, and there is expressly excluded from this taking any right, title or interest the Commonwealth of Massachusetts has in the property taken by this Order of Taking, being bounded and described in ANNEX A attached hereto and made a part hereof as though incorporated herein in full.

AND FURTHER ORDERED that in accordance with the provisions of the said c. 79, as amended, awards are made by the Boston Redevelopment Authority for damages sustained by the owner or owners and all other persons including all mortgagees of record having any and all interest in each parcel described in ANNEX A and entitled to any damages by reason of the taking hereby made. The Boston Redevelopment Authority reserves the right to amend the award at any time prior to the payment thereof by reason of a change in ownership or value of said property before the right to damages therefor has become vested or for other good cause shown. The awards hereby made are set forth in ANNEX B, which Annex B is not to be recorded in the Registry of Deeds with the Order of Taking.

AND FURTHER ORDERED that the Secretary of the Boston Redevelopment Authority cause this instrument of Taking to be recorded in the office of the Suffolk County Registry of Deeds.

IN WITNESS WHEREOF, we, the following members of the Boston Redevelopment Authority have caused the corporate seal of the Authority to be hereto affixed and these presents to be

signed in the name and behalf of the Boston Redevelopment Authority.

DATED: APR 17 1989

BOSTON REDEVELOPMENT AUTHORITY

ATTEST:

Secretary of the Boston Redevelopment Authority

Approved as to form:

Ralph F. Cahill, Assistant General Counsel

ANNEX A

BOSTON REDEVELOPMENT AUTHORITY

CAMPUS HIGH SCHOOL AND SOUTH END
URBAN RENEWAL AREAS

TAKING AREA DESCRIPTION

The following is to be taken by this Order of Taking:

Those streets, avenues, roads and ways of public travel located within the boundaries of the area, starting at the northwesterly side of Tremont and the northeasterly side of Whittier Street and running northeasterly along the sideline of Tremont Street to the southwesterly side of Melnea Cass Boulevard;

then running along the southwesterly sideline of Melnea Cass Boulevard to the intersection with the easterly side of Columbus Avenue;

then diagonally crossing Columbus Avenue to the northeasterly corner of Sarsfield Street intersection with the westerly side of Columbus Avenue;

then running along the northeasterly side of Sarsfield Street and Sarsfield Street extended to the easterly side of the Right-of-Way Line of the Massachusetts Bay Transportation Authority, Southwest Corridor;

then running along the easterly line of said right-of-way to the intersection of Whittier Street northwesterly sideline extended;

then running along the Whittier Street northeasterly sideline to the point of beginning.

The supposed owner of the above-described property is the City of Boston.

ANNEX A

BOSTON REDEVELOPMENT AUTHORITY

CAMPUS HIGH SCHOOL AND SOUTH END
URBAN RENEWAL AREAS

TAKING AREA DESCRIPTION

The following is to be taken by this Order of Taking:

Those streets, avenues, roads and ways of public travel located within the boundaries of the area, starting at the northwesterly side of Tremont and the northeasterly side of Whittier Street and running northeasterly along the sideline of Tremont Street to the southwesterly aide of Melnea Cass Boulevard;

then running along the southwesterly sideline of Melnea Cass Boulevard to the intersection with the easterly side of Columbus Avenue;

then diagonally crossing Columbus Avenue to the northeasterly corner of Sarsfield Street intersection with the westerly side of Columbus Avenue;

then running along the northeasterly side of Sarsfield Street and Sarsfield Street extended to the easterly side of the Right-of-Way Line of the Massachusetts Bay Transportation Authority, Southwest Corridor;

then running along the easterly line of said right-of-way to the intersection of Whittier Street northwesterly sideline extended;

then running along the Whittier Street northeasterly sideline to the point of beginning.

The supposed owner of the above-described property is the City of Boston.

ANNEX B

BOSTON REDEVELOPMENT AUTHORITY

CAMPUS HIGH SCHOOL AND SOUTH END
URBAN RENEWAL AREAS
AWARD OF DAMAGES

Award for Order of Taking dated April 17, 1986, for those portions of public ways located within the boundaries of Whittier Street, Tremont Street, Melnea Cass Boulevard, Sarsfield Street easterly side and the Right-of-Way Line of the Massachusetts Bay Transportation Authority, Southwest Corridor, supposed owner: City of Boston, is $1.00.

Tab. Under Advisement

6A

MEMORANDUM June 12, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR FOR COMMUNITY PLANNING AND DEVELOPMENT

RE: INFORMATIONAL MEMORANDUM ON PARCEL TO PARCEL LINKAGE PROGRAM

Atached is copy of the draft Request for Qualifications ("RFQ") for the first parcel to parcel linkage project, Kingston/Bedford - Essex Street and Parcel 18. The RFQ solicits interest from minority developers, including community based organizations, and Minority Business Enterprises ("MBE's"). Selection of the minority partner will be based on the extent to which teams meet the program objectives. These include:

1. Provision of opportunities for MBE's.

2. Contributions to the supply of affordable housing.

3. Funding community development.

4. Increasing employment and employment training.

5. Creating appropriate urban design.

6. Community review and participation.

Particular weight will be given to submissions that demonstrate a commitment to providing maximum benefits to the impacted communities.

The RFQ is the first step in a two step competition. Once a qualified minority development team has been selected, Requests for Proposals ("RFP's") will be issued. The RFP's will invite a partnership with the minority development team in which the latter owns and controls at least 25% of the total project. Final developer proposals will be judged on the extent to which they provide investment opportunities and decision-making roles to minority partners and the extent to which these minority partners are widely drawn from Boston's minority communities.

The RFQ also contains a unique feature: it solicits MBE participation in a clearinghouse listing. One of the requirements of the competition is at least 30% MBE participation in the various aspects of the project (development, construction, operation/maintenance). The listing will be made available to developers assembling teams in the proposal stage and at all other stages where developers and general contractors will retain MBE's.

MEMORANDUM September 25, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR OF NEIGHBORHOOD HOUSING AND DEVELOPMENT
IVY DILWORTH, COUNSEL

SUBJECT: REQUEST ADOPTION OF "RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY REGARDING DISPOSITION POLICIES FOR THE KINGSTON-BEDFORD GARAGE, ESSEX STREET LOT, AND PARCEL 18."

Accompanying this memorandum is a "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18". The Resolution is the basis of the Request for Qualifications ("RFQ") for the first parcel to parcel linkage project, Kingston-Bedford Essex Street and Parcel 18, which is also appended. The RFQ has been amended with the concurrence of the reviewing bodies for this project, the Parcel 18+ Task Force and the Chinatown/South Cove Neighborhood Council. These groups have had continued involvement in the development and implementation of the project thus far, including hundreds of hours of meetings with BRA staff, and involvement in the MEPA process, and the review of the RFQ. They will also have a role in review of responses to the RFQ and review of developer proposals.

The RFQ for Kingston-Bedford/Essex Street and Parcel 18 solicits interest from minority developers, including community based organizations, and Minority Business Enterprises (MBE's). Selection of the minority partner will be based on the extent to which teams meet the program objectives. These include:

1. Provision of opportunities for MBE's.

2. Contributions to the supply of affordable housing.

3. Funding community development.

4. Increasing employment and employment training.

5. Creating appropriate urban design.

6. Community review and participation.

Particular weight will be given to submissions that demonstrate a commitment to providing maximum benefits to the impacted communities.

The RFQ is the first step in a two step process. An RFP will be issued as a second step to select the majority partner. The RFP will solicit final development proposals that will be judged on the extent to which they provide investment opportunities and decision-making roles to minority partners, including community based organizations, and on the extent to which these minority partners are widely drawn from the non-white populations of the two project communities, Roxbury and Chinatown.

The RFQ has a unique feature: it solicits MBE participation in a clearinghouse listing. One of the requirements of the competition is at least 30% MBE participation in the various aspects of the project (development, construction, operation/maintenance). The listing will be made available to developers assembling teams in the proposal stage and at all other stages where developers and general contractors will retain MBE's.

It is therefore requested that you adopt the accompanying resolution as respectfully submitted by Stephen Coyle, Director.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY REGARDING DISPOSITION POLICIES FOR THE KINGSTON-BEDFORD GARAGE, ESSEX STREET LOT, AND PARCEL 18

1. THE UNDERREPRESENTATION OF MINORITIES IN PREDOMINATELY PRIVATELY FINANCED GROWTH ECONOMY

WHEREAS, for many years Boston hosted a "no growth" economy, based primarily in the manufacturing sectors. This "no growth" economy lacked the economic power to improve the conditions of the city's poorest residents. Since its transformation into a thriving services economy, the Boston economy can only be characterized as one of rapid growth. Over $7 billion was invested in Boston over the last nine years. In addition, the city has approved $3 billion in private downtown development projects since mid-1984; employment growth has followed quickly behind capital investment. Employment in the financial, insurance, educational, medical, and business and professional sectors in the city has grown 26% since 1976. Yet the vast majority of these jobs, and the other economic benefits generated by this growth, have not directly reached Boston's low and moderate income residents, and in particular, the city's minority residents. In fact, poverty is on the rise in this city of prosperity.

At 21%, the share of Boston's population living in poverty in 1984 was 50% higher than the national average. Of the city's 16 neighborhoods, six had poverty rates above 27%. Minority residents are much more likely to have poverty-level incomes. Last year, half of all Hispanics, 40% of Asian residents, and 28% of black residents had income below the poverty line compared to 13% of white residents. Based on its own analysis of federal,

state, municipal and private reporting data, and based on an extensive household survey of Boston in 1985, the Authority finds the following conditions affecting minorities in Boston.

- Minority Employment Lowest in Downtown Economy. As a regional economic center, Boston provides employment opportunities for over 583,000 workers. In the last nine years, Boston has added 83,000 new jobs; another 10,000 are expected to be generated in 1986. The 2.2 square mile area of downtown enjoys the vast majority of all new real estate development and business activity while many neighborhoods receive little investment. Moreover, both the number and proportion of Boston jobs held by residents have fallen sharply over the past 25 years: down from 235,000 (44%) in 1960 to 181,500 (31%) in 1985. A recent BRA study indicates that residents' share of downtown office jobs has dropped further. The share of minority resident workers employed downtown is even lower, at 16%.

- Median Income and Wages Lower for Minorities. Although the level of per capita income in Boston remains relatively lower, its growth rate outpaced those of the metropolitan area, the Commonwealth, and New England between 1982 and 1984. Average annual wages have been consistently higher in the city than in the metropolitan area and the Commonwealth each year between 1980 and 1984. Yet, due to the larger share of commuters holding professional jobs, Boston's resident per capita income is significantly lower than that for the suburbs. Among city residents, median income for white households is $22,543, compared to only $13,699 for minority households.

- Unemployment Rate Drops but Remains Significantly Higher for Minorities. Boston's employment has grown in recent years, to a high of 583,000 in 1985, reflecting the city's specialization in the broad range of services-based industries, the fastest-growing sectors of the national economy. Downtown employment at 280,000 increased by over 18,000 (6.3%) in 1982-85, accounting for almost 60% of total job growth in the city. Business and professional services generated more than half of the new jobs. Jobs in the city grew by 83,000 from 1976 through 1985, including 35,000 alone in the last three years. Unemployment rates have fallen from a Boston high of 12.8% in 1975 to 4.6% by 1986, over 2.5 points lower than the national rate. The unemployment rate for minorities, however, is as high as 10%, compared to only 3% for whites.

- Low Minority Participation in the Growth Economy. Over the past 15 years, minorities have represented a growing share of Boston's residents: from 18% in 1970, to 34% of the city's current population. Black residents constitute 23% of Boston's total population, Hispanic residents 7%, and Asian residents 4%. Minorities are expected to constitute up to 40% of the Boston population by 2000.

 In general, Boston's minority residents do not participate in business to a degree consistent with the minority share of the population. Although the number of black-owned enterprises more than doubled from 1977 to 1982, the number of black-owned firms with paid employees decreased.

Only 123, 10%, of the Black-owned businesses in Boston had paid employees in 1982; 90% of Black-owned businesses were individual enterprises. Black-owned firms with paid employees accounted for less than 1% of the total business establishments in Boston, far below the 23% share of the city population accounted for by Blacks. Furthermore, Black firms averaged six employees per firm, compared to the city average of 24 employees per establishment. The enormous growth in development has not given rise to opportunities for minority professionals.

- o No Evidence of Minority Participation in Equity in the Development Economy. Downtown Boston has experienced unprecedented growth, yet numerous studies and reports indicate that minority developers and business enterprises have not participated in or been benefitted by major development projects in Boston to any significant extent. There is no record of significant minority involvement in the ownership, management, design, or operation of downtown buildings. In a comprehensive report entitled The Emerging Black Community of Boston (Institute for the Study of Black Culture, University of Massachusetts at Boston, October, 1985), the authors' examination of statistical data, studies, and interviews with minority developers and businessmen lead them to conclude that:

 - "No black developer has a hand in shaping the new physical form the city is taking."
 - "No large black business has emerged in the city's economic renaissance."
 - "Blacks are often victims of discrimination with respect to job opportunities in Boston."

 The study also states that Blacks are excluded from the boards of directors of literally all of the city's most powerful businesses and institutions, and from executive managerial and administrative positions. A study by the Authority entitled Indicators of Minority Participation in Boston's Growing Economy (September 1986) confirms that, in 1985, Whites held 80% of such jobs while Blacks held 12%, Asians 5%, and Hispanics 4%. The significance of this imbalance is not only that professional/technical/managerial jobs are higher paying, but that these job categories are expected to account for 37% of the total job growth between 1985 and 1990. Similarly, minorities held a disproportionately small share of jobs in the construction sector, one of the fastest growing sectors in the Boston area. Of construction jobs held by Boston residents in 1985, only 11% were held by Blacks, 8% by Hispanics, and less than 1% by Asians.

- o Strong Economic Outlook Provides Opportunity to Remedy Underrepresentation of Minorities. Projections of Boston job and economic growth over the next 10 to 20 years by local and national sources reveal a continuing economic resurgence. Boston's employment is forecast to grow at an annual pace of 10,000 jobs through 1995 with an estimated faster increase for areas outside of the downtown core. Services and finance will remain the leaders but some newer growth in manufacturing, construction, and retailing is expected.

Boston's bright economic picture is underscored by national projections of regional growth. The Department of Commerce ranks metropolitan Boston to have the third best job growth of the 30 largest metro areas in the nation to the year 2000, while the National Planning Association rates metro Boston as number two, following Los Angeles. The City of Boston has a good opportunity to improve the economic standing of its residents, especially minorities, and its neighborhoods over the next few decades, if access is provided to the predominately privately financed growth economy.

Based upon past experience, the information it has gathered, and extensive working relations with private development groups, the Authority finds that absent a special effort to provide access for minorities to the development economy, the capacity and opportunity to do so will most likely be denied. Further, the Authority finds that absent the opportunity to participate in all aspects of the growth economy deprives minorities of the chance to reverse the rising tide of poverty in minority communities.

2. THE UNDERREPRESENTATION OF MINORITIES IN THE PRIVATE DEVELOPMENT ECONOMY AND THE NEED FOR AN AFFIRMATIVE ACTION REMEDY

WHEREAS, the Authority, in its capacity as an urban renewal agency and in its capacity as the planning board of the City of Boston, regulates the private development economy through recommendations to the Zoning Commission on zoning matters, through recommendations to the Board of Appeal on applications for zoning relief, through its land use planning responsibilities, through the urban renewal process set out in M.G.L. Chapter 121A and 121B, through the design and environmental review process, and through its other responsibilities. Based on its extensive knowledge of the private real estate economy, the Authority finds that an underrepresentation of minority developers exists in the development of a large commercial real estate projects in the City of Boston. The Authority's records show that in the projects approved in two recent reports, entitled "Downtown Projects" and "Downtown

Projects II", there has not been a single minority developer engaged in the private development of large commercial projects in the City of Boston. These two reports recommend the approval of sixteen large-scale projects with a total development value of over $1,556 million. The Authority takes note of the extensive reports and other data contained in the domain of the Authority which show that minorities are underrepresented in development activities relating to large-scale commercial projects in the City of Boston. The Authority finds that the exclusion of minorities from the development of large-scale commercial office buildings acts to restrict the number and diversity of market participants, and thereby, adversely affects the quality of development in Boston; and further, that such exclusion shows no immediate signs of being reversed without affirmative action being employed; and further, that affirmative action is required to build the capacity of minority developers to compete effectively in the market economy free from affirmative action measures.

3. THE BRA's AUTHORITY TO DEVELOP DISPOSITION POLICIES FOR FIVE MUNICIPAL GARAGES; THE LACK OF MINORITY PARTICIPATION IN THIS ECONOMIC DEVELOPMENT PROGRAM

WHEREAS, the Public Facilities Commission (PFC), in accordance with Chapter 190 of the Acts and Resolves of 1982, is authorized to dispose of any and all city-owned off-street parking structures, including the real estate related thereto, as surplus property; and whereas on November 16, 1982, in accordance with §3(f) of said Chapter 190, the PFC delegated to the BRA the authority to study and establish goals and criteria for the disposition and future development of five municipal parking facilities in Boston: Government Center Garage, St. James Avenue Garage, Kilby Street Garage, Fort Hill

Square Garage, and Kingston-Bedford Garage. In 1983, a program was intitiated to dispose of the garages. As of this date, all but the Kingston-Bedford Garage have been approved for redevelopment following the Authority's solicitation of development interest from developers and recommendations to the City of Boston Real Property Department and Public Facilities Commission concerning the tentative and final designations of developers. In the course of soliciting private development interests in those four garages, the Authority published requests for proposals (RFPs), which set out development guidelines and other criteria. No public financing was offered for subsequent development. These RFPs were responded to and development proposals were submitted to the Authority for each garage from prospective developers. Developers were then selected to redevelop each garage site; the resulting developments will total $843 million dollars. The Authority finds that minority developers were underrepresented in these projects, as none of the projects provided minority developer equity. In view of current city policy to solicit development proposals from a wide range of developers, the Authority further finds that an affirmative action development program for Kingston-Bedford garage, and those parcels related to the garage through the Parcel to Parcel Linkage Program, is necessary to remedy the underrepresentation of minority developers in the garage disposition program. The Authority further finds that it bears the responsbilitiy to adopt and implement such an affirmative action plan since it acts as development agent to the city, and with respect to Parcel 18, as development agent to the city and the state, and since it obtains its expertise in development matters through its role as the city's urban renewal authority pursuant to M.G.L. c. 121B, as the State Housing Board in connection with the administration of projects pursuant to M.G.L. c. 121A, and as the planning board for the city of Boston pursuant to M.G.L. c. 41 § 70.

The Authority also takes notice of the very significant development opportunity that arises from the right to redevelop a downtown garage, and concludes that requiring minoirty participation in subsequent redevelopment is necessary to remedy the exclusion of minorities from the predominately private development economy.

4. THE EXCLUSION OF MINORITIES FROM PARTICIPATION IN ECONOMIC AND DEVELOPMENT OPPORTUNITIES AND GOVERNMENTAL REMEDIES

WHEREAS, minorities are underrepresented in the attainment of economic and development opportunities in the City of Boston, the State of Massachusetts, and the United States, and whereas governmental entities have recognized and sought to redress this inequity through the enactment of various laws and executive orders, including but not limited to the following:

- Mayoral Executive Order of June 28, 1978, entitled "Encouraging Minority Business Enterprise," which Order is designed to assure the participation of Minority Business Enterprises in the City's contracting process, and which requires a ten percent (10%) set-aside of the value of all construction, goods, and services procured by the City during each fiscal year, and requires further a thirty percent (30%) set-aside of same in "impact areas;"

- Municipal Law, Chapter 30, Ordinances of 1983, entitled "The Boston Residents Jobs Policy," which Order states that Black, Hispanic, Asian and native American residents of the City of Boston have historically been systematically excluded from the construction trades and unions in the City of Boston, and which requires that twenty-five percent (25%) of the total employee manhours on any construction project funded in whole or in part by city funds shall be by minorities;

- Mayoral Executive Order of July 12, 1985, entitled "Extending the Boston Residents Job Policy," which Order states that the exclusion of minorities from the construction trades and unions in the City of Boston is still prevalent, and that such exclusion can and does exacerbate racial tensions as a result of the competition for scarce construction jobs, and which requires that twenty-five percent (25%) of the total employee workhours on any private project or substantial rehabilitation project shall be by minorities;

- Boston City Council Order of January 30, 1985, entitled "Development Guidelines for the Dudley Square Development District," which orders that the development guidelines for all parcels within the District include equity participation by community organizations and minority entrepreneurs;

- o City Ordinance of 1986 entitled, "The Boston Employment Commission," which order establishes a body that is uniquely suited to encourage and foster the progress of Boston residents in securing construction jobs and permanent employment in the surging downtown economy. The Boston Employment Commission has the authority to require developers of Covered Projects to submit: (i) detailed plans that show how the developer intends to meet the Boston Resident Construction Jobs Standards; and (ii) detailed plans that show how the developer intends to meet MBE/WBE goals contained in City contracts or that arise from city, state, or federal laws, regulations, or policies.

- o State Executive Order 237, issued March 19, 1984, entitled "Minority Business Development," which Order states that it is based on the fact that Minority Business Enterprises frequently face inordinate problems in achieving viable economic status, and which provides that each executive office, agency, department, board and commission must award at least ten percent (10%) of the total value of construction projects let by it in each fiscal year to minority Business Enterprises, and at least five percent (5%) of the total value of contracts for supplies and services to Minority Business Enterprises;

- o Regulations of the Department of Housing and Urban Development pertaining to Urban Development Action Grant (UDAG) eligibility, such as 24 CFR § 570.459, which regulation provides for Minority Job Participation in UDAG projects, including participation as equity investors, owners or rehabilitators of property, prime or subcontractors during development, and vendors and suppliers of goods and services, and 24 CFR § 135.1(a), which regulation requires that opportunities for training and employment arising in connection with the planning and carrying out of any project assisted under any such program be given to lower income persons residing in the area of the project.

The Authority finds that all of the above-mentioned city, state, and federal actions, ordinances, and executive orders cited herein establish a backdrop of public policy and a rational basis which allows the Authority to be definitively aware of the widely recognized problems that face minorities in Boston and the State in the fields of government contracting, construction employment, procurement, and employment in the downtown economy. The Authority finds therefrom that: (1) the underrepresentation of minorities in jobs, contracting, procurement, and the like, found by other governmental bodies establishes a strong presumption that such underrepresentation exists in the development of large-scale commercial real estate projects; (2) the governmental actions taken to date to remedy the underrepresentation of

minorities create the presumption that a 30% minority set-aside goal is a reasonable remedial action in Boston where the minority population is 34%; and (3) the existing body of law and remedial actions clearly establishes that a remedial affirmative action program to foster minority equity in a large-scale real estate project is consistent with MBE programs and city, state and federal governmental policies. The Authority therefore finds that it is reasonable and proper for the Authority and other city and state agencies to propose an affirmative action remedy to increase economic opportunity for minorities in the predominately privately financed downtown development economy by establishing a pilot program for the disposition and subsequent redevelopment of the Kingston-Bedford Garage, the Essex Street lot and other related parcels, and Parcel 18 in Roxbury. The Authority therefore resolves as expressed below in section 7.

5. THE REQUIREMENTS OF LAW TO ESTABLISH AN AFFIRMATIVE ACTION PROGRAM

WHEREAS, the courts of the United States have recognized and approved affirmative action set-aside programs which come within narrowly-defined parameters; and whereas the parcel to parcel linkage program for the development of the Kingston-Bedford/Parcel 18 project represents an affirmative action set-aside program, the Authority hereby takes due notice of the legal requisites for promulgating such a program:

- o The governmental body adopting the plan must have the authority to choose such a remedy: The Authority is clearly an entity competent to adopt and implement an affirmative action plan. The Authority acts as a redevelopment authority pursuant to M.G.L. c.121B; as the State Housing Board in connection with the administration of urban renewal projects pursuant to M.G.L. c.121A; and as the Planning Board of the City of Boston pursuant to M.G.L. c.41, s.70. Moreover, in the case of the Parcel 18 Project, the Authority is explicitly authorized by agreement to act as the agent for the Commonwealth of Massachusetts, the City of Boston, and the MBTA, to create and implement a plan for the development of that parcel of land. (Agreement of July 31, 1985.)

- o The Plan must have a valid remedial aim, designed to eliminate the effects of past discrimination: The Authority has herein referenced numerous studies, reports and statistical data, collected and compiled by the Authority in its role as the Planning Board of the City of Boston, and has herein determined that this program is necessary to remedy the exclusion and underrepresentation of minorities at all levels of the development process, and to enable minorities to share in the economic benefits of the sale of a city asset.

- o The plan must be narrowly tailored to its remedial aim: The Kingston-Bedford/Parcel 18 set-aside plan is a demonstration program, and as such it is necessarily of finite duration and scope. As a thirty (30%) percent/seventy (70%) percent minority/majority joint venture, the plan's effects on the non-minority population would be deemed minimal under existing judicial standards. This demonstration program, as specified further herein, also requires that any minority business designated as a developer on this project have specified capital and capacity to meet the proposed set-aside. The program therefore responds to businesses which are already able to meet these requirements, and who can thereby share in previously curtailed opportunities.

6. THE BRA IS THE AGENCY LEGALLY COMPETENT TO DETERMINE THE NEED FOR AFFIRMATIVE ACTION REMENDIES AND IS AUTHORIZED BY LAW TO ACT AS AN AGENT TO CARRY-OUT THIS PURPOSE

WHEREAS, the Authority is the Planning Board for the City of Boston, pursuant to M.G.L. c.41, ss.70-72. Its duties include studying the resources and the needs of the City, and making plans for its future development. In addition, the Ordinances of Boston, 1952, c.9, s.3, calls for the Planning Board of Boston to make studies of resources and needs of the City, to review and recommend City planning policy and to encourage and promote the orderly development of the City by consultation, cooperation and liaison with public and private groups. See, Simonian v. Boston Redevelopment Authority, 174 N.E.2d 429 431 (1961).

The Authority has a staff of approximately 300 persons, 20 of whom work in the area of research and 35 of whom function as city planners. The Authority regularly conducts studies on all phases of the economy of the City of Boston and on how past and future development will impact on the lives of

the citizens of Boston. The Authority prepares numerous reports annually to carry out this responsibility, and has generated extensive expertise in all areas relating to development in Boston in the twenty-six years of its existence.

The Authority also is the agency in Boston charged with the responsibility for determining if and where urban renewal projects should be undertaken pursuant to M.G.L. c.121A and for M.G.L. c.121B. Under either statutory mandate it is the Authority which has the dual charge of being knowledgeable as to the economic realities of the Boston economy and the impact of proposed urban renewal projects in the public interest.

Aside from its authority to acquire and dispose of its own land, the Authority also has the legal capacity to act as agent for the Public Facilities Department of the City of Boston for disposition of land pursuant to St.1966, c.642, s.3(F)(ii) and s.12. See, Boston Preservation Alliance, Inc. v. Secretary of Environmental Affairs, 369 Mass. 489, 487 N.E.2d 197, 202 (1986). On November 16, 1982, the Public Facilities Department voted to delegate to the BRA the authority to study and establish goals and criteria for the disposition and future development of five municipal parking properties in Boston, including the Kingston-Bedford garage.

For these reasons, the Authority has been specifically designated by agreement of the Authority, the Parcel 18 Task Force, Michael Dukakis, Governor of this Commonwealth, and Raymond L. Flynn, Mayor of the City of Boston, dated July 31, 1985 to act as development agent for the State, MBTA, and City in the development of Parcel 18. It is the agency most capable of carrying out this responsibility in the City and State governments.

7. RESOLVES

THEREFORE, be it resolved that the Authority adopts a report which sets out program and policy requirements for the development of the Kingston-Bedford garage, the Essex Street lot, and Parcel 18, the report being entitled "Parcel to Parcel Linkage Program: Kingston-Bedford/Parcel 18." The goals and objectives of the Parcel to Parcel Linkage Program, as contained in the above-cited report, are also hereby specifically adopted; these goals and objectives for the development are to:

- create opportunities for minority developers and individuals to be equity participants in both downtown and neighborhood development;
- establish neighborhood development opportunities through project residuals and other funds to replace funds that have been or will be cut by the federal government;
- expand housing opportunities for low, moderate, and middle income people in the impacted neighborhoods by using linkage funds and acquisition proceeds;
- create more jobs, both permanent and construction, and more job training programs funded by linkage to ensure that new jobs go to Boston residents;
- increase enterprise and success for minority businesses through participation in development activities and provision of affordable retail space for community-based businesses both downtown and in the neighborhood;
- improve the quality of life through excellent urban design and the addition of plazas, open spaces, and cultural facilities; and
- fulfill the community's vision for the Southwest Corridor by planning development that would create jobs, more housing, and equity opportunities for area residents.

THEREFORE, be it resolved that the Authority hereby recommends that the City of Boston, acting by and through its Public Facilities Commission and other agencies as appropriate, adopt the Parcel to Parcel Linkage Program; and that such agencies effectuate the program by taking the necessary actions to accomplish its purposes, including but not limited to delegating to

the Authority the power to act as development agent with respect to the Essex Street lot, as such lot is intergral to the Kingston-Bedford garage redevelopment.

THEREFORE, be it resolved that in accordance with the Authority's role as development agent pursuant to a July 31, 1985 agreement among the Authority, State, City, and Parcel 18 Task Force, the Authority hereby recommends that the Massachusetts Bay Transportation Authority (MBTA) adopt the policies set forth in the report entitled "Parcel to Parcel Linkage Program: Kingston-Bedford/Parcel 18", as amended by the attached Request for Qualifications (RFQ), as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form; and that the MBTA authorize the Authority, acting as its development agent, to solicit development interest by the issuance of the Kingston-Bedford/Parcel 18 RFQ, a copy of which is attached.

THEREFORE, be it resolved that insofar as the Boston Redevelopment Authority acquires title to any of the parcels that are an integral part of the Kingston-Bedford Garage development, including the Essex Street lot and Parcel 18, the Authority hereby adopts the policies set forth in the report entitled, "Parcel to Parcel Linkage Program: Kingston-Bedford/Parcel 18," as amended by the attached Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form, which policies will govern all the Authority's dispositions relating to the above-referenced parcels.

THEREFORE, be it resolved that the Authority deems the Parcel to Parcel Linkage Program to be of critical importance to the health, safety, and welfare of the City of Boston, and therefore to the Commonwealth of Massachsuetts, and that in accordance with this determination, the Authority advises each governmental agency involved in the approval process of the program to act with all deliberate speed in carrying out the necessary actions to bring the project to fruition.

Date: September 25, 1986

Respectfully submitted,

Stephen Coyle, Director

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. Boston

Then personally appeared before me the above-named Stephen Coyle, Director of the Boston Redevelopment Authority, who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Notary Public

My Commission expires August 3, 1990.

Taken under advisement

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MEMORANDUM JUNE 4, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO MILLETT, ASSISTANT DIRECTOR
NEIGHBORHOOD PLANNING AND DEVELOPMENT

SUBJECT: RFQ SELECTION

SUMMARY: The staff has prepared this memorandum outlining and evaluating the proposals of three development teams submitted in response to the Request for Qualifications for Minority Developers and Minority Business Enterprises (RFQ) issued by the Authority for the Parcel to Parcel Linkage Project 1, Kingston-Bedford/Essex and Parcel 18. The proposals addressed in this memorandum are from Boston Development Collaborative (BDC), Columbus Plaza Associates (CPA), and Interlink Development Group (Interlink). Based on this analysis, the staff recommends that CPA be designated the winning development team in the RFQ competition.

1. Summary and Recommendation

The team composition, corporate structure, financial capacity, development capacity, and community benefits incorporated in the proposals submitted by BDC, CPA, and Interlink were evaluated based on the selection criteria developed through a community review process and listed in the RFQ, as well as the Parcel to Parcel Linkage Program objectives stated in the Resolution adopted by the Board on September 25, 1986.

In the staff's judgement, CPA's submission is superior in the areas of team composition, development capacity, financial commitment, and the provision of community benefits, particularly housing, MBE participation, employment, and employment training. In addition to its other qualifications, CPA is the team with the greatest number of partners engaged in successful real estate and development activities, with the capacity to carry out the projects envisioned, and with the strongest ties, to the Roxbury and Chinatown communities.

Based on this analysis of these three submissions, the staff recommends CPA as the winner of the RFQ competition. The CPA proposal outlines a program that is unified, coherent, and reflects a selection of priorities. CPA demonstrates a process wherein they have identified key problems, analyzed their causes, proposed solutions, and selected discrete recommended outcomes. Moreover, CPA has paid particular attention to the need not only to clarify objectives, but also to specify the operating system necessary to reach them. Other proposals -- particularly Interlink's -- offer some good ideas, and they should be incorporated into CPA's overall design. Nevertheless, CPA's proposal, standing alone, best achieves the objectives of the Parcel to Parcel Linkage Program, a program of potentially national significance.

II. TEAM COMPOSITION

A. CRITERIA

Priority will be given to teams that draw from the Asian, Black, Hispanic, Native American and other non-white communities of Roxbury and Chinatown. The degree to which teams draw from these ethnic groups and have carried out projects in these communities will be considered. The team must also include in their partnership the participation of established community-based groups with a record of delivery of services to Roxbury and/or Chinatown.

B. EVALUATION

Boston Development Collaborative

1. Ethnic Composition. A joint venture of the Asian American Development Corporation and J.B. Hall Associates, includes 33 individuals and 3 organizations, two of which are yet-to-be-established foundations. The team is virtually 100 percent non-white with Asian/American, Black, and Hispanic members. The membership is predominantly local, though not necessarily Boston-based; only 7 of the principals live or work in Boston. Five of these live or work in Roxbury or Chinatown. Of the thirty-three individual principals, 22 are Asian American, 10 are Black and one is Hispanic.

2. Community Service. The team evidences a commitment to community service by the fact that partners founded, serve on boards of, or are members of such organizations as Tai Tung Village Tenants Association, Chinese Merchants Association, Chinese Economic Development Council, Chinese Consolidated Benevolent Association, South Cove/Chinatown YMCA, Greater Boston Chinese Cultural Association, Action for Boston Community Development, Roxse Homes, Boston School Volunteers, Sportsmen's Tennis Club of Boston, National Association for the Advancement of Colored People, Robert L. Fortes House, and Rest Haven.

3. Completed Projects. Individual partners have helped to develop some major projects in the city and metropolitan area, such as Lahey Clinic, Copley Place and the Shawmut Bank headquarters. If the CEDC joins as an equity partner, the Collaborative also will be able to add the development of Oxford Place, the China Trade Center, and a proposed housing/office complex at 31 Beach Street in Chinatown to its collective experience.

 BDC principals have developed only one project in Roxbury - the Brigham Place Condominiums, an affordable housing development in Mission Hill. Other development-related activities in the communities include:

 - Malmart Mortgage Company has financed numerous projects and thousands of residential mortgages;
 - Paul James (Solar Electrical Construction Corp.) was the electrical contractor for Roxbury Community College;

- Robert Royster (Enertech Systems) is installing an Energy Management System in the Roxbury Boys and Girls Club. Enertech has also performed extensive computerized energy audits for a number of community organizations in Roxbury.

4. Community Participation. The Collaborative proposes to include community-based organizations in the joint ventures as full equity principals with voting rights and a share in all project profits. Potential community partners would include the "to-be-created" Minority Employment and Job Training and Minority Business Foundations, and local CDCs including Chinese Economic Development Council, Greater Roxbury Community Development Corporation, Roxbury Action Program and possibly Community Development Corporation of Boston. The Crispus Attucks Fund already is included as a partner. The Fund is the fund-raising arm of the Crispus Attucks Children's Center, a black-owned and operated institution serving 240 children from the Roxbury, Dorchester and Mattapan communities. The Center is highly respected for the quality service it has provided to these communities over the past sixteen years.

 The Collaborative proposes to include broad-based community representation in the partnership through a public offering of limited partnership interest. In the limited partnership, the Collaborative (including community organizations noted above) would be the general partner with $5 million of equity invested. The contribution of limited partners would generate an additional $75 million of equity. Limited partners' shares will be made available in relatively small denominations with an advance solicitation to residents of Boston's predominantly non-white communities.

5. Corporate Structure. The Boston Development Collaborative (BDC), Inc. will be a Massachusetts corporation composed of two special development interests: the Asian-American Development Corporation (AADC) and J.D. Hall Associations (JDH). Representatives of these two organizations constitute BDC's Board of Directors, as well as its officers and principals.

 Boston Development Collaborative has a three-tier structure which is governed by Board of Directors with Arthur Wong as the Chairman, Arthur J. Gutierrez as the Vice Chairman, Juan M. Cofield as the President and CEO, Edward T. Chiang as the Executive Vice President, Bill Wong as the Treasurer, Russell E. Hill as the Vice President and Robert Wong as Clerk.

 The principals will have full voting rights and will enjoy a proportional share of profits from operations and any refinancing or sales of the properties. The principals have pledged $4,000,000 in equity; the CDC's have expressed an interest in full partnership and would be required to contribute a total of $1,000,000.

 The BDC corporate structure presents three problems: one, the basic design of the structure; two, the capitalization of the corporation; and, three, the corporate voting arrangements. BDC's inclusion of 3 special purpose organizations in its corporate structure is unwise and unnecessary. First, there is no compelling reason why a day care center

or job training foundation should involve themselves in the day to day management of a corporation. Also does the city want to encourage developers to make promises beyond the requirements of the city's linkage and other development policies. After all, a healthy project produces healthy linkage revenues; an anemic project -- perhaps caused by a lower than necessary profit margin, helps no one. With the change in the federal tax consequences of these developments, investors are looking more than ever for a solid return, let us say 6% to 8%. The more BDC imposes its own limitations on this return, the more problematic it makes a development that already requires significant public subsidy.

In summary, BDC's corporate structure is unclear, unnecessarily complicated in its method of incorporation of community interests, and overly ambitious in its negative impact on capitalization and net operating income. It should be clarified and streamlined.

Columbia Plaza Associates

1. Ethnic Composition. A joint venture of the Chinese Investment Limited Partnership and Ruggles-Bedford Associates, has 36 principals including 28 individuals and 8 organizations. The team is virtually 100 percent non-white with Asian-American, Black, and Hispanic membership. The membership is predominantly local; all except five principals live or work in Boston. Nineteen principals live or work in Roxbury or Chinatown.

 Columbia Plaza Associates is co-chaired by Kenneth I. Guscott, and Stanley Chen, representatives of Roxbury and Chinatown, respectively. Of the 36 principals, 26 are Asian Americans; most of the rest are Black. According to CPA's proposal, the management of the project will be directed by a 6-member Management Committee. The Committee will be composed of three members each from the two communities, including Stanley Chen, Paul Chan, and Yu Sing Jung from CILP, Kenneth I. Guscott, Ronald A. Homer and John B. Cruz, III from the RBA.

2. Community Service. Partners serve on such community-based boards and organizations as Action for Boston Community Development, Chinatown, South Cove YMCA, Chinatown Grievance Task Force, United South End Settlements, Greater Boston Chinese Cultural Association, South Cove Minor Nursing Home, Chinese Consolidated Benevolent Association, United Way, the Governor's Committee on Minority Business Development, the Community Development Coordinating Council, the Contractor's Association of Boston, and the Chinatown Center for the Arts.

3. Completed Projects. Individual partners have worked on the development of a number of major projects in Boston. Approximately 50 percent of the 37 projects they have collectively developed, own or manage are in Chinatown and Roxbury including 27 housing developments with 2,000 units of low-income housing.

In addition, principals have participated in the following development-related activities in Roxbury and Chinatown:

- o Josephine Chen - property management in Chinatown;
- o Boston Bank of Commerce - substantial assets and investments in Roxbury;
- o Paul K. Chan - Property Manager for L.E. Smith Management Company;
- o BWR Realty - legal services to real estate clients in Roxbury;
- o Stanley Chen - civil engineering services;
- o John B. Cruz, III, President of Contractors Association of Boston, a Roxbury-based association of minority contractors.

4. Community Participation. In meeting the requirement for participation of established community-based groups, Columbia Plaza Associates (CPA) includes as an equity partner the Chinese Consolidated Benevolent Association, which owns 10 percent of the Chinese Investment Limited Partnership (4 percent of CPA). CCBA is the umbrella of many of the organizations in the Chinese community, including social, civic, business, cultural and family groups. In addition, the Ruggles-Bedford Associates (RBA) propose to provide for equity participation from Roxbury-based community organizations through its Class B and C stock offerings. Class B shares, if fully subscribed, will constitute 20 percent equity in RBA (12 percent of CPA). The Parcel 18 CDC signatories may invest up to $1 million to purchase Class C shares in order to acquire a 10 percent interest in RBA (6 percent of CPA). Depending on investments in Class B and C stock, community organizations would thus own 10 to 25 percent of equity of CPA. Class C shareholders would have one seat on RBA's board. CCBA has no voting rights in CILP, but community organizations would share in all profits in proportion to their equity shares.

5. Corporate Structure. Columbia Plaza Associates (CPA) will function as a joint venture -- a Massachusetts limited partnership of Ruggles-Bedford Associates, Inc. (RBA), a Massachusetts corporation, and the Chinese investment limited partnership (CILP). RBA will have a 60% interest in the partnership; CILP will have a 40% interest.

A management committee, composed of three RBA representatives and three CILP representatives will supervise the project. The management committee may require that the joint venture partners make additional capital contributions as necessary.

Ruggles Bedford Associates (RBA). RBA is a Massachusetts corporation incorporated on February 18, 1986 with Class A, B and C shareholders.

Class A Shareholders. RBA has distributed a total of 6,500 shares of Class A common stock to nine shareholders at par value of $3.33 per share, bringing RBA $225,000 in cash stock sale proceeds. Each Class A shareholder also has agreed to purchase 5,000 additional shares at a par value of up to $20 per share to raise an additional $1,125,000. This agreement is secured by a letter of credit. Each Class A shareholder is a Director of RBA having voting privileges proportionate to stock ownership.

Class B Shareholders. RBA will sell 125,000 shares of Class B stock at a par value of $1.50 per share. Gross sale proceeds will total $187,500. The offering price of Class B stock has been set at $30 per share which, it fully subscribed, would equal 20% equity in RBA at $500,000. A number of churches and community groups have been invited to purchase Class B stock and they have expressed some interest.

Class B shareholders will not enjoy voting privileges but will share equally with Class A shareholders individend distributions. Class B shareholders have preferential liquidation rights over Class A shareholders.

Class C Shareholders. A special class of common stock (Class C), will be sold to community groups--Parcel 18 CDCs--in exchange for 10% of the equity in RBA. These shares cost more than the Class B shares, because they carry a lower risk: RBA intends for CDCs to own at least 10% of the interest for $1,000,000 or less. Class C shareholders will have one seat on the RBA Board of Directors.

Role of CDCs. CDCs can own anywhere from 10% to 25% of RBA depending on their willingness to invest in the Class B stock described above. Four percent of CPA (10% of CILP) has been donated to CCBA and 10% of RBA has been allocated to the Parcel 18 signatories.

Chinese Investment Limited Partnership (CILP). CILP, a Massachusetts limited partnership, consists of the Chinese Investment Group (CIG), a Massachusetts corporation, and the Chinese Consolidated Benevolent Association of New England, Inc. (CCBA), also a Massachusetts corporation. CIG is the general partner of CILP and has invested $200,000 in the partnership. It will receive a 20% share in CILP.

Three classes of limited partners have been established. Class A limited partners consist of 25 shareholders who have contributed $800,000 in cash and notes for an 80% equity share in CILP. The partnership will solicit Class B limited investors from time to time as additional capital contributions are required. Finally, CCBA has been admitted to the partnership as the Class C limited partner in consideration of its $100 contribution.

CPA's corporate structure provides the BRA with important information on its capitalization. The CPA proposal:

(1) provides a breakdown of the classification of shares;

(2) provides information on the dividend and distributions rights attached to each share; and

(3) gives the most precise information on voting rights and financial stake of the CDCs.

The CPA corporate structure is also realistic in its allocation of control and ownership rights and responsibilities in that the principals with development experience form the core of project management, and there is less direct control by the community partner. One can question

whether the CDCs have the capacity to take the complete share allocated to them by investing $1 million in a project. Presuming they have this capacity, CPA's structure does the best job including providing for community participation, complete covenance and equity distribution.

Interlink Development Group

1. Ethnic Composition. A joint venture of 10 principals, is 100 percent non-white with Asian-American, Black and Hispanic members. Six of its members live or work in Boston: five of these live or work in Roxbury. Interlink Development Group has one Asian-American and one Hispanic-American among its ten equal partners. The balance of the principals are Black. The team would be managed by David Blackman, Chairman, and Herman Russell as Project Manager.

2. Community Service. Most of its members have participated in local and regional organizations of importance to the Chinatown and Roxbury communities such as the Legislative Black Caucus, the Black Developers Association, South Cove YMCA, Chinese Cultural Institute, Chinese Cultural Association, La Alianza Hispana, Freedom House, Black Women's Community Development Foundation, Conference for Dudley Street Neighborhood, and the Governor's Community Development Coordinating Council.

3. Completed Projects. Individual partners have developed two local projects, Pudding Stone Estates in Mattapan and a 14-unit rehab in Roxbury. One member served on the Board of CCBA, which has developed twenty units of affordable housing on Tremont Street, and forty units of housing through the Jaymont/CCBA joint venture.

4. Community Participation. In its initial response to the Request for Qualifications, Interlink did not specify a role in the partnership for established community-based organizations. In its response to the request for clarifying information, Interlink proposed to make available as part of its 30 percent equity share of the development a "community equity share" equal to 10 percent of the total net amounts of cash flow and any syndication, refinancing, or sale proceeds to which Interlink is entitled (3 percent of the project). The community share could increase if the collaborating development partner were to agree to contribute a portion of its share, a prospect which Interlink deems feasible if land is contributed to the project. Several alternatives were proposed for distributing the community equity. Interlink did not propose a specific community equity partner.

5. Corporate Structure. Interlink's overall corporate structure is a good one. Interlink will organize itself as a limited partnership if it adds a community partner. Interlink approaches the project with the type of corporate structure common to many deals: the partners have each invested and pledged equal amounts in the venture. The simple corporate design, and the lack of plans for public offerings are strong points which will simplify the process. The principals bear the equity burden in the Interlink plan; there are no plans for extensive and problematic public offerings. This reduces costs of capitalization

significantly. It also means that the principals themselves have more at stake in the project and have more motivation to really make it work.

Despite the attractiveness of its simplicity, Interlink's structure has some problems. Interlink has reserved 10% of the before tax cash flow to the community or to designate a community partner with limited voting privileges that would control this 10% share. Interlink narrowly prescribes the way the community can utilize its share to provide benefits. Under this arrangement, Interlink reserves much of the power: it determines--admittedly with community input--the distribution of the equity.

Under Interlink's system costs are incurred by one, lengthy negotiations to determine how the community equity will be distributed, and two, extended discussions to determine how the community partner will be selected.

The BDC and CPA plans avoid this problem: equity distributions and voting privileges are determined by the market. But the market is not working any better in Roxbury for the CDCs than anyone else. Quite likely, any funds they invest in Parcel 18 will come from city, state, or federal sources, or not at all.

With its inherent flaws, Interlink's basic concept may prove to be a workable game plan for community participation in the project's governance and profit distribution.

Interlink's corporate structure relies more on the investments of the original principals than the other plans. In this way, it motivates better performance by Interlink in all phases of the program--the principals have more at stake.

The plans for community equity and internal control in the project have flaws--there are costs in determining distribution and board membership; but there is a clear benefit--the plan is more realistic in its expectations for the CDCs.

It is important to recognize that Interlink's contribution to the community of 10% of the before tax cash flow is its only contribution. CPA and BDC each have mechanisms to include community organizations and also offer percentages of the project profits to establish community funds.

C. CONCLUSION

Of the three teams, Columbia Plaza Associates best meets the criteria. All three teams are virtually 100 percent non-white, with Asian, Black and Hispanic members. Both Columbia Plaza and the Collaborative have community equity partners as required by the RFQ. All three have business, social and civic ties to Roxbury and Chinatown. Columbia Plaza Associates, however, meets all three criteria and demonstrates long term business and residential ties to Roxbury and Chinatown. Only 15% of BDC's principals, compared with 50% of Interlink's and 53% of CPA's, live or work in these communities. If the definition of local is expanded to include the Boston area, the disparity becomes greater: twenty-one percent for BDC, sixty percent for Interlink,

and eighty-six percent for CPA. Finally, Columbia Plaza's principals have developed a greater number of projects in Roxbury and Chinatown than the other two teams.

All of the proposals have taken the project's goal of building community development to mean more than providing a healthy project that will generate funds for a Neighborhood Development Bank (NDB). The three proposed projects vary in their generosity in granting shares of the project's income to CDCs and other projected community entities. CDCs must make a monumental effort to generate the capital necessary to achieve a the alloted share of the projects. Provided that they cannot do so, the developers will provide this investment. The underlying assumption is that greater equity participation equals greater community benefit.

BDC, CPA, and Interlink make provisions for some community representatior in the developer's decision making. This expansion of the developer's corporate constituency to include community interests with a significant common relation to the developer/corporation attempts to substitute traditional external control--regulations by the city requiring community input--for internal control--strictures generated by the corporate process itself. Indeed, the system they seek is more aspirational than confrontational. Finally, the developer can respond to particular Chinatown or Roxbury needs, rather than to some regulation designed for the city as a whole.

The developer's corporate structures are similar in some respects to closely held corporations. This could spell trouble for the community interests in the corporation. The following danger signs should be monitored:

- Will the minority/community interest shares be marketable? With the lack of a right to control or effective participation in the corporation, and no guaranteed return, will the shares be salable?

- Will the dividend policy versus liquidation or refinancing policy be clear?

- Will business actually be conducted by the business interests, with formal shell meetings held when the community is present?

- Are there regulations to prevent the majority from squeezing out, freezing out, or otherwise disempowering the community shareholders?

- Will voting processes guarantee the community adequate representation on the board?

III. Development Capacity

A. CRITERIA

The partnership must demonstrate its capacity to participate in projects of the magnitude contemplated. In evaluating teams against this criteria, consideration will be given to the extent to which partners have worked on significant commercial or housing projects or demonstrate the necessary skills, background or related experience to complete such projects.

B. EVALUATION

Boston Development Collaborative includes principals who are developers, engineers, architects and bankers. Two principals, Russell E. Hill and Arthur Gutierrez, own and manage full service real estate companies. Hill's company provides commercial and industrial brokerage, property management and lease administration services. Arthur Gutierrez has developed 2.6 million s.f. of space valued at over $250 million, and manages 2 million more. A third principal, Juan Cofield, is the president of a real estate development company that is developing a $12 million residential project in Haverhill, constructing a $15 million project in Shrewsbury, and planning a $30 million residential project in New Hampshire.

Other principals have development-related experience. Vernon Patterson has experience as a resident architect for projects such as the Westin Hotel, the Shawmut Bank of Boston Headquarters and Lahey Clinic. He currently is designing the Black Cultural Arts Center in Connecticut and rehabbing Union Station in Washington, D.C. Paul James is president and CEO of an electrical construction company; Robert Royster is president of an engineering design company; Edward T.T. Chiang is a civil engineer and technical manager of an engineering consulting company; Hon Kam is a mechanical engineer. Financing expertise is provided by Jeffrey Humber, a vice president of Merrill Lynch, Pierce, Fenner and Smith, who has participated in bond financings of $1 billion; Hwachii Lien, chairman of the board of Liberty Bank & Trust Company; and James Cofield, president and CEO of Malmart Mortgage Company, which has handled a single mortgage transaction of $110 million.

The principals indicate that they have developed collectively 6 million square feet of commercial development throughout New England, including a 1.2 million s.f. office park. The team estimates that housing projects underway are valued at $100 million. The team has selected as project manager Arthur Gutierrez, with 20 years of development experience.

Columbia Plaza Associates' principals have experience in all aspects of commercial and residential development, working on projects as developers, architects, property managers, investors, general contractors, and attorneys. Six of CPA's partners, Edward Brice, Stanley Chen, Cruz Development Corporation, Long Bay Management, Telemat, Ltd., and Campana Development Co., are engaged in real estate development as a full-time occupation; these principals have collectively developed more than 50 projects valued at over $725 million.

The team also has a wide range of development-related experience. Four of CPA's principals are licensed architects with experience in over 200 major projects: Robert Y.C. Hsuing and Yu Sing Jung, principals of Jung/Brannen, which has supervised over 100 major projects valued at over $500 million; Chung M. Lee, who manages the Boston office of Cannon Architects; and Siew Wong Tso, who manages his own firm. Four principals are general contractors: Long Bay Management, Cruz Development Corporation, Stanley Chen and Wilson Wai-Man Wong. Long Bay and Cruz manage over 1,300 residential units and 50,000 s.f. of commercial space. Stanley Chen has supervised construction of multi-million dollar projects across the nation, including several urban renewal projects totalling over $1 billion consisting of 2,800 units of housing and 150,000 s.f. of commercial space, and has developed 393 units of elderly housing and 11,700 s.f. of commercial space. Paul Chan is a certified Property Manager and Vice President of the L.E. Smith Management Company in Roxbury. Josephine Chen is also a property manager. Edward Brice has developed and manages 1,468 apartments, 89,000 s.f. of commercial space and 409 nursing beds. Four partners are engineers: Dr. Thomas S.K. Liu, Stanley Chen, Lena Siu Jung, and Davis Woo. Laura Chan and Lanna Yuen are accountants.

Financing expertise is provided primarily by the Boston Bank of Commerce, and UNC Ventures, the nation's largest minority-owned venture capital firm, which currently is involved in 2 deals for 530,000 s.f. of space valued at nearly $26 million.

In addition, three principals provide legal services to the real estate industry. BWR Realty Associates in a subsidiary of Budd, Wiley & Richlin, P.C. William Douglas Chin has a private practice in downtown Boston. Telemat, Ltd., provides legal as well as business consulting services to real estate clients.

CPA has not named a project manager, as yet.

Interlink Development Group brings less collective experience to the project but has one principal, Herman Russell, with extensive development experience. Interlink principals have developed some local projects, including a $13.7 million residential project in Mattapan, and rehab of a 14 unit building in Roxbury.

Interlink's development and development-related experience is as follows: Frank Bispham and Allen Miller are partners in Mattapan Enterprises, a property rental, sales, management and development firm. May Chan has three years development experience, including active participation with Leong Development Company. Bill Overton owns a development company that is involved currently in construction of a luxury condominium complex in Maine. David Blackman has 19 years of experience in providing engineering services, including surveying, structural design, and other civil engineering functions. Herman Russell, an Atlanta-based developer and the team's project manager, has completed projects valued at up to $110 million. He brings to the team 20 years of experience in real estate development and 40 years of construction and construction management experience.

C. CONCLUSION

Each team demonstrates the capacity to develop the Kingston-Bedford and Parcel 18 sites, either because of the qualifications of an individual team member or the collective experience of the partners. CPA has marshalled the most development capacity for this first parcel to parcel project. All in all, CPA principals have:

- o managed projects valued at $725 million;
- o designed over 200 projects with a collective value of over $500 million;
- o developed full time, over 37 major projects valued at over $625 million, including over 5,000 residential units and 2,000,000 square feet of office space;
- o developed the only black owned bank in Boston, the area's largest minority contractor, and the nation's largest minority venture capital firm.

Interlink's capacity comes in second: importantly, Interlink's project manager will be Herman Russell, who has been involved in projects of up to $110 million. The fact that Interlink has placed him in charge of the project attests to their sensitivity to the dynamic element of the capacity consideration--how principals are arranged is as important as the experience they bring to a project.

IV. FINANCIAL COMMITMENT

A. CRITERIA

Teams will be judged on the extent to which they command the financial resources to maintain at least a 30 percent ownership position in the project. In making this assessment, consideration will be given to amount of equity the partnership can commit to the project, as well as the record of its members in sustaining strong relationships with financial institutions.

In assessing whether the teams can meet their own projected equity commitments, the following factors were considered:

- o The amount of equity committed thus far;
- o Strategies proposed to increase equity;
- o Aggregate net worth of the team;
- o Evidence of interest from financial entities; and
- o The principals' history of sustaining strong relationships with financial institutions.

B. EVALUATION:

Boston Development Collaborative has formulated several development scenarios with combined TDC's from $199 million to $340 million. This translates into an equity requirement of $60 million to $102 million, depending on the scenario chosen.

1. Net Worth. BDC does not disclose its net worth. The staff estimates this net worth to be approximately $50 million.

2. Financial Resources. BDC has cash deposits of $20,050 and "stock subscription receivables" of $4,300,800. The statement indicates 5,000 shares of stock are authorized. No shares have been issued. An initial equity investment of $5 million will be raised in the following way: principals will invest $4,000,000 in the project; CDCs will invest $1,000,000. The CDCs will include such organizations as CEDC, GRDC, and RAP. Their expected investment is $1,000,000. BDC expects its principals to make up any deficiency in the contribution of the CDCs.

3. Equity From CDCs. CDCs are expected to invest $1 million in the project. In the event the CDCs cannot raise this amount, BDC indicates its principals will make up the deficiency. It plans to meet this contingency do not respond to the question raised in the RFC statement BDC states that the Community Development Finance Corporation has expressed an interest in providing the financing for the CDCs equity. It adds that the CDCs have bankable assets to leverage as well as the capacity to issue stocks or bonds on their own. But one assumes the CDCs would use these resources to raise the $1 million in the first instance. BDC doesn't answer how it plans to make up a deficit.

4. Equity from Public Offering. The BDC's venture will be funded by two equity sources: primary equity, the $5 million contributed by the principals and CDCs; and secondary equity, $75M raised through an extensive public offering in the Roxbury, Dorchester, Mattapan, and Southend neighborhoods.

 The BDC hopes to accomplish this by forming a Massachusetts limited partnership, becoming a general partner. Limited partnership interest would then be sold to the minority community of Boston, with any remainder made up in the general community, BDC's secondary secondary solicitation.

5. Loan Sources. Shawmut Bank has expressed an interest in a loan accommodation for BDC equity. Malmart Mortgage Co., a loan correspondent for Aetna Realty Investors, Inc., a subsidiary of Aetna Life, has encouraged BDC to apply for a special Aetna Financing Program, the Corporate Responsibility Investment Committee (CRIC), in which concessions are made by Aetna in financing special urban development projects.

6. Public Subsidies. BDC speculates about the need for the following subsidies:

 - UDAG
 - HODAG
 - 121A tax agreement
 - SHARP
 - tax exempt bond financing offered by various state agencies
 - bond financing with a municipal guarantee
 - linkage funds

7. Debt to Equity Ratio. BDC indicates it intends to raise equity on a 4:1 cost to equity ratio. Assuming a TDC of $400 million BDC plans to raise $80 million in equity. It estimates the equity requirements of varying amounts of equity as follows:

- homeownership	0%
- rental housing	0% - 30%
- commercial space	25% - 30%
- retail space	25% - 30%
- hotel	25% - 30%

Columbia Plaza Associates

Based on the program outlined in their proposal, CPA projects a TDC of $283 million. A 30 percent equity participation would amount to $85 million.

1. Net Worth. Principals of CPA report a net worth in excess of $50 million.

2. Financial Resources. On October 31, 1986, CPA reported current assets of $251,175 (250,000 in initial cash contributions, plus "interest") and $2,250,000 (in notes receivable).

3. Equity from Principals. $2.5 million will be raised in equity:
RBA commits $1,500,000 for a 60% ownership
CILP commits $1,000,000 for a 40% ownership

RBA's capital contribution was met by a $150,000 cash or cash equivalent payment and a $1,350,000 demand noted. CILP's capital contribution was met by $100,000 in cash or cash equivalent and a $900,000 demand note.

RBA's initial contribution will be funded by Class A shareholders. (Note: According to the materials, it will contribute up to $1,724,775. This results from the sale of 67,500 shares at par value $3.33 = $224,775 + 75,000 shares at a value up to $20 = $1,500.00. CILP's initial investment will come from one, CIG, the general partner, contributing $200,000 (20% interest) and two, Class A limited partners contributing $800,000 for 25 shares.)

RBA will offer Class B stock at $30 per share, hoping to sell 16,667 shares to realize $500,000, a 20% share in RBA. CIG will offer Class B limited partnerships as capital is required.

4. Equity from CDCs. Parcel 18 CDC signatories have opted to purchase Class C stock in RBA. The price will be higher than Class B stock because the risk is lower--Class C stock has priority equity rights. CDCs will invest $1,000,000, giving them 10% in RBA.

5. Additional Sources. UNC ventures, one of RBA's Class A shareholders, will invest $1,000,000. It is unclear whether this investment will be structured as equity or debt.

6. Loan Sources. Independence Bank of Chicago has provided a letter expressing a willingness to lend $1.2M subject to its review.

7. Public Subsidies. CPA projects the following subsidies:

- subordination of land costs
- funding of garage infrastructure
- housing linkage funds
- employment linkage funds
- other available governmental programs

8. Debt to Equity Ratio. CPA assumes a 4:1 loan to equity ratio, or a 20% equity contribution of 56.6 million.

9. Projected Development Cost. CPA projects a development cost of $283,000,000, minus the public contribution.

Interlink Development Group anticipates a combined TDC of $360 million, of which 30 percent would be $108 million.

1. Net Worth. Interlink reports the net worth of its principals to be in excess of $30,000,000.

2. Financial Resources. Interlink has $15,700 invested in cash as of December 31, 1986. $284,830 is listed as subscription receivable.

EVALUATION: Ability to Secure Permanent Financing

Boston Development Collaborative included a Letter of Interest from Shawmut Bank. In addition, the team's ability to secure financing is bolstered by access to the financing contacts of Malmart Mortgage Company and Merrill Lynch. In addition, BDC indicates that it has been advised to apply for a special Aetna financing program called the Corporate Responsibility Investment Committee. It is unclear whether the team has applied for this program.

Columbia Plaza Associates provided a letter from UNC Ventures, Inc. of Boston, Corporate Public Involvement Office and the Independence Bank of Chicago indicating interest in providing project financing beyond their equity contributions. In addition, such development companies as Cadillac Fairview Urban Development, Inc., Ryan Elliott, Fifield Development Corp. of Chicago, Juniper Realty Corp. of Chicago, Metropolitan Structures of Chicago, the 125 Summer Street Joint Venture, Schochet Associates, and Tramell Crow Company have provided letters of interest concerning their potential involvement in the project.

Finally, it would appear that the team's access to financing is enhanced by the inclusion of Bank of Commerce, and UNC Ventures as partners.

Interlink Development Group provided no evidence of investor interest in the project in its original submission. The team did indicate that Herman Russell has the capacity to act as a financing partner; or to attract investor interest.

C. CONCLUSION

Columbia Plaza Associates best meets all of the criteria for financial commitment. The team evidences the most substantial, clearly demonstrated commitment of investor equity. While both the Interlink Development Group and Boston Development Collaborative indicate their willingness to raise equity in their responses to the RFQ, neither has provided evidence of financial commitments. Columbia Plaza on the other hand has already invested a substantial amount of equity.

CPA also best demonstrates its ability to secure additional financing. In view of the very early stage in the development process, the respondents cannot be expected yet to have secured financing commitments. It is noteworthy, however, that Columbia Plaza Associates has provided letters of interest from a prospective equity investor and lenders, together with letters from several experienced developers expressing interests in joint venturing with CPA. In addition, the CPA team includes a venture capital firm and a commercial bank, capable of providing some financing for the project. Aside from a letter from Shawmut Bank and the participation of Malmart Mortgage Company for Boston Development Collaborative, the other two teams do not provide strong evidence of additional financing interest.

V. COMMUNITY BENEFITS

A. PROGRAM OBJECTIVES

Teams were evaluated on their strategies for meeting the program objectives. Particular emphasis was placed on the history of the teams' principals in providing or working with the impacted communities to provide the benefits underlying these objectives:

- o Ownership and control of the project equity by non-white developers, including community-based organizations;
- o Establishment of a mechanism for funding community development;
- o Production of affordable housing;
- o Creation of jobs, job training programs and child-care facilities;
- o Opportunities for at least 30% participation in the stream of benefits from the project (goods, services, and construction contracts) by MBEs;
- o Formulation of a development that is compatible with the scale and density of the surrounding community.

1. Non-White Equity Participation.

A. CRITERIA

The program requires a minimum of 30 percent ownership and control by a community-based non-white team. Priority will be given to teams that draw from the non-white communities of Roxbury and Chinatown, including participation by community-based service or development organizations with a record of delivery of services to Chinatown and Roxbury. The team will be selected based on its commitment to providing community benefits.

B. EVALUATION

Boston Development Collaborative, as indicated in the section on Team Composition, is completely owned and controlled by Black, Hispanic and Asian-American principals. Seven of the 34 existing principals live or work in Roxbury and Chinatown. A number of principals indicate a history of involvement in social and civic activities in these communities.

BDC proposes several mechanisms to include community partners. Crispus Attucks Fund is an equity partner on the team. The Fund is the fund-raising affiliate of Crispus Attucks Children's Center, an early education center providing a comprehensive childcare program for children in Roxbury, Dorchester, and Mattapan. The Center was established to provide daycare for employees of the Avco Printing Plant. In 1971 it incorporated and changed its focus from industrial custodial care to comprehensive child care. Today, the Center is black-owned and operated with 60 staff members serving 240 children. The center operates on a sliding scale basis for tuition; it has a reputation in its constituent communities for providing quality child care services. Currently it has over 1,500 active requests for service on its mailing list.

A second innovative mechanism is BDC's proposal to create Minority Business Development and Minority Employment Job Training Foundations. Like the Crispus Attucks Fund, the two foundations would have full voting rights and share in all profits of the project. The structure and management of the foundations have not been specified, nor has the source of their equity contribution, and it is unclear how the project revenues will be channelled to the Roxbury and Chinatown communities. These issues would need to be addressed in order to ensure that the foundations' profits yield the desired community benefits.

A third mechanism is the potential inclusion of existing community development corporations as members of the general partnership with full voting rights and a share in all profits. The CDCs have been offered 6 percent of the total project, which is 20 percent of the Collaborative's 30 percent equity requirement.

The Collaborative has indicated that Roxbury Action Program, Greater Roxbury Development Corporation and Chinese Economic Development Council will join as equity partners if the team is selected and if these groups can raise $1 million in equity. RAP and GRDC have long histories of community development and service in Roxbury; CEDC has a similar reputation for service in Chinatown. BDC stated to the Chinatown/South Cove Neighborhood Council in an unsolicited addition to its submission that other community groups could participate by making an equity contribution to the Collaborative through CEDC. At the present, none of the CDCs are equity partners of the Collaborative.

A fourth mechanism BDC proposes is to have a public offering of limited partnership interest in order to raise $75 million of additional equity. The offering would be structured to attract small investors from minority communities. These passive investors would be limited partners with no functioning responsibilities.

Columbia Plaza Associates, a joint venture of Ruggles-Bedford Associates (RBA) and Chinese Investment Limited Partnership (CILP), is 100 percent non-white owned and controlled. The team's 36 members are drawn from the Black, Hispanic and Asian populations of Roxbury and Chinatown.

The Roxbury and Chinatown communities can participate in the project equity in two ways. First, CPA has reserved stock for community development corporations. A minimum of 10 percent and a maximum of 25 percent of equity of CPA is available to community organizations which are able to invest in Class B stock. Four percent of CPA (10 percent of CILP) has been donated to the Chinese Consolidated Benevolent Association (CCBA). Ten percent ownership of RBA (6 percent of CPA) is reserved for the Parcel 18 signatory CDCs. In this way, a minimum of 10 percent of CPA's 30 percent equity would be held by community organizations which can raise the necessary funds. Up to 15 percent more is available to other interested groups.

Chinese Consolidated Benevolent Association became an equity partner through this first mechanism. CCBA has a long record of community service, since its organization over ninety years ago. It has long been recognized as the representative of the Chinatown community. The CCBA has four categories of

membership: basic organizations, family associations, area business and individuals.

In the past decade, the Chinatown community has organized many social service, educational and employment training programs. Most receive support and endorsement from CCBA, including the Golden Age Center, the South Cove Health Center, the Youth Enrichment Services, Chinatown Boy's Club and the Kwong Kow Chinese School. Among its projects, CCBA is also operating the Vocational English Education Program, and working with Tufts University on a scholarship program and with New England Medical Center on a joint employment training program. It recently has completed rehabilitation of the Quincy School into a community service center.

Another of CPA's equity partners, the Boston Bank of Commerce, also has a long record of providing financial services to and in the Roxbury community. Founded in 1982, Bank of Commerce provides a full range of commercial banking services, with the Bank's loan portfolio focussed on lending in neighborhoods.

Unlike BDC, CPA will allow community organizations to participate as Class B or C shareholders only. The Class B shareholders which are partners in RBA will hold a seat on RBA's board of directors. CCBA, however, has no voting rights in CILP.

Second, the communities, as organizations or individuals, can invest in Class B and C stock. Again, as indicated, these stockholders would have limited voting privileges and other rights.

Interlink Development Group, consists of ten principals, nine of whom are Boston residents. The tenth, Mr. Herman Russell, is a respected development entrepreneur from Atlanta Georgia. All members of the team are non-white (Black, Asian and Hispanic).

In its initial submission, Interlink proposed to establish a foundation for community benefits, rather than include any existing community organizations on the team. The foundation would receive 10 percent of the total net amounts of cash flow and any syndication, refinancing and/or sale proceeds to which Interlink would be entitled (3 percent of the total project).

In its response to the first questionnaire, Interlink expanded its mechanisms for community participation, including three alternatives for distributing the community share ("Community Equity") as follows:

1. Interlink Foundation would distribute the Community Equity;

2. A community partner to include Parcel 18 signatory CDCs and a coalition of Chinatown community organizations would be included in the partnership to receive the 10 percent share. The Community Partner would use the Community Equity to fund certain programs prescribed by Interlink;

3. A combination of the above whereby the community partner would use a portion of funds for housing and community development and the Foundation would use a portion for social services.

Interlink would require no equity contribution from community organizations. However, the community partner would be a limited partner, with narrowly prescribed rights and functions.

C. CONCLUSION

All three teams are virtually 100% minority-owned and predominantly community based although Columbia Plaza, as described in Section II, "Team Composition" has the strongest community base. Each team is willing to include community organizations as partners, although Interlink did not originally propose to do so, and has not identified specific community-based organizations. Two of the teams, the Boston Development Collaborative and Columbia Plaza Associates, indicated that, as required by the RFQ, they have already solicited equity participation of local community-based organizations. Both have committed community partners with strong records of community service.

BDC proposes a number of innovative strategies and offers an active role to CDCs. The success of its strategies depends on CDCs getting access to capital, the popularity of its public stock offering, and the actual role played of the yet-to-be established foundations. It also should be noted that BDC's proposal to include other organizations through CEDC is not considered part of its proposal, since it was not in an official submission.

CPA has donated equity to CCBA to enable it to become a partner. As with BDC, the inclusion of other organizations depends on their ability to raise funds. CPA offers a more passive role for its community partners. CPA does, however, provide a greater balance between Chinatown and Roxbury representation.

Interlink, which did not initially propose community partners, has not provided evidence of support or interest from any organizations. Like the other teams it also proposes that the signatory CDCs and various unnamed Chinatown organizations join together to share the community equity. Of all the teams, Interlink allows the most limited role for the community partners. Interlink would require no equity contribution, which may be attractive to the community organizations, but also would allow the community partner to participate in a very limited fashion. This benefit needs to be evaluated against other teams' willingness both to include community partners who do finance their share, and contribute profits to community development funds. With Interlink the community fund is not provided in addition to an equity role but rather in place of it.

2. Funding Community Development

A. CRITERIA

A major objective of the parcel to parcel linkage program is to create a reliable, ongoing source of funds to support community development. Teams were evaluated on proposed strategies to enable Roxbury and Chinatown to participate, through community-based organizations, in the equity benefits of the project.

B. EVALUATION

Boston Development Collaborative proposes to create the Boston Community Trust Fund as a vehicle for funding worthy community programs. The Trust Fund would be capitalized through an outright grant of 10 percent of the upfront and longer-term profits. These would include initial profits from the sale of housing plus annual profits from operating the development.

The Trust Fund would be governed by a 10-person board, including two members selected by the Mayor, one each elected by the Parcel 18+ Task Force and the Chinatown/South Cove Neighborhood Council, and three members each from the Roxbury and Chinatown communities. These last six members would be selected by the Collaborative.

The Collaborative envisions that the Trust Fund would operate much like the United Way. It would solicit proposals from community organizations for programs to be funded. The programs it would consider include:

- Minority Business Development - equity investment guarantee and loan guarantee funds;
- Housing - Homeownership education program; home purchase programs for public housing and subsidized housing tenants; a housing referral center for Chinatown;
- Employment and job training programs;
- Childcare and childcare training program;
- Relocation of the South Cove YMCA to the Kingston/Bedford site;
- Drug eradication programs;
- Support of a Chinatown Community Activity Center;
- Neighborhood beautification program;
- Youth achievement program.

The lack of focus is glaring in BDC's community development proposal. An innovative plan to use working capital in BDC to fund community efforts loses its force when it is used to fund everything from day care centers to housing funds. Even if the principals can afford this design--and we do not know--they should not lavish funds on the community with no clear goals.

First, what efforts in the community will be duplicated by the Community Trust Fund? BDC does not indicate how its fund fits into the constellation of existing organizations, other than to say that it will fund the existing organizations on a competitive basis. Second, how does the fund relate to the Neighborhood Development Bank? How does it relate to the existing CDCs? When local development organizations suffer from a chronic shortfall of capital relative to demand, it makes little sense to marginally fund new organizations to compete with them. Finally, BDC's community development proposal lacks a strategic focus. There is no sense that BDC principals

appreciate the need to set clear, limited, attainable goals and to fund these limited goals at a sufficient level. In summary, the concept of using working capital to fund community efforts is a good one. The problem arises in the lack of information BDC has provided and the lack of strategic focus of this interesting concept.

Columbia Plaza Associates proposes to create a community development fund with two objectives; first, to create an on-going source of community development funds, and second to provide opportunities for community equity participation. A particular focus of the fund would be business development. An important objective would be to retain non-white businesses in the communities. The fund's mandate would be to develop an investment strategy to promote business development models.

The fund would be capitalized in phases through three sources:

1. Advances on linkage payments generated by the project. These would be used to acquire privately held land that would later be sold or developed. The profits would go into the fund.

2. A portion of the developer's fee. This would be used to launch a model business venture and to provide working capital for tenants and companies in the project.

3. Five percent of the projects' net operating income - along with the proceeds from land banking, this would be used to fund additional business models and promising business ventures.

The fund would provide benefits to the affected communities in two ways: First, it would provide equity-type financing to businesses located in the Roxbury and Chinatown communities. It would act as a magnet to provide management opportunities for non-white business people; and finance the formulation of an investment strategy to promote business development models.

Second, the fund would provide opportunities for direct community participation in the equity of business ventures. As a condition of investment in a company, the company would be required to sell a percentage of equity to community residents or organizations.

The community development fund would be established as a trust fund to be administered by a trustee. The trustee would be designated by an advisory management committee comprising members appointed by the BRA, Parcel 18 Task Force, the Chinatown/South Cove Neighborhood Council, Ruggles-Bedford Associates, Inc., and Chinese Investment Limited Partnership. The committee would be responsible for approving all projects and investments of the fund.

Qualified activities would include:

- Landbanking to moderate escalating land values resulting from speculation concerning future development in the impacted communities;

- o Loan funds to provide equity downpayments for home buyers in the impacted communities;

- o Bonding assistance for MBE Contractors who cannot obtain insurance on their own but are qualified to perform;

- o Venture capital funds to be invested in MBE start-up businesses that cannot obtain financing through normal financial channels;

- o Financing leasehold improvements for MBE retail and commercial tenants who need additional financial assistance to complete in competitive environments, especially new retailing facilities.

The CPA community development plan would attempt to attract entrepeneurs to Roxbury; would attempt to provide new and ongoing businesses with risk capital; and would attempt to give the community a chance for equity participation. The concept of equity participation needs clarification. Neither the illustration in the CPA proposal nor the response to the RFC explain this aspect of the program with sufficient clarity and detail.

In summary, the CPA community development plan is a good one. It is well conceived, focused, and is the kind of business development program CPA principals are particularly well suited to implement. It is the best community development plan of the three proposals.

Interlink Development Group proposes to establish the Interlink Foundation. The Foundation would have as its objectives the generation of a self-perpetuating fund for community development, the provision of minority business opportunities and the implementation of strategies to provide jobs, job training and childcare services.

The Foundation would be governed by a 9-member Board of Directors having one representative from the BRA, two representatives each of the Roxbury and Chinatown communities, two members from the Interlink Development team, and one representative each of the business, financial and academic communities. The team has designated Dr. Arthur Smith, Provost at Northeastern University as President. If a community partner is added, it will select the two Interlink representatives.

The Foundation would be endowed initially with $10 million from project proceeds and additional endowments from grants and contributions from other parcel to parcel linkage developments. Programs to be funded include housing, education, employment, and childcare programs and services for the elderly, and drug abuse programs as well as the incubator project and one stop assistance center for MBEs. The Foundation will be endowed with space and funding for personnel. The team is exploring mechanisms for upfront funding, including upfront contributions from the collaborating developer in return for the land at no cost, funding community equity through a construction loan, and upfront syndication.

In summary, the Interlink concept is a good demonstration of what CPA's broader program could support. The Interlink proposal avoids important considerations of funding, timetables, and performance measurements; it does nonetheless represent a specific commitment by Interlink do accomplish a

specific objective. It reflects some of the latest thinking and practice on the subject, and should be incorporated in the eventual community development program.

C. CONCLUSION

All three teams have opted for a similar mechanism for funding community development - setting up a community trust or funds. All three have the same basic structure for governance - a Board consisting of community members, city representatives and team members or designees. The differences are in the method of selecting members, the percentage of profits designated for community development, the timing of capitalization and the extent of community representation.

Boston Development Collaborative proposes to fund important projects, solicited from community organizations, and the source of funding appears adequate. However, the fund will be almost entirely controlled by the team, and so does not accomplish the important goal of community economic empowerment. Even if the two foundations participate in the fund, there is no assurance that these revenues will benefit the impacted communities except through program funding.

The Collaborative's Fund appears to be the weakest in terms of openness and community representation, mainly because of BDC's control of the designations. In addition to two mayoral nominees, and one each by the Task Force, BDC itself is to nominate three each for the two communities. Thus far, BDC has already selected Elma Lewis of Roxbury, Chester Lee, David Ching, and Dr. Y.P. Wang of Chinatown.

Columbia Plaza Associates' fund has two strong points - opportunities for community equity investment in business ventures, and the ability to perpetuate itself through landbanking proceeds. It also appears generous in endowment, though the funding comes rather late - after revenues are realized. Questions are also raised about the communities' input into control of the fund; it is unclear to what extent the community would get revenues directly from the fund.

Interlink gives the community more control over its foundation than the other teams in terms of representation on the Board, especially if there is a community partner which would select the Interlink representatives. The $10 million endowment seems generous but may not be timely since it comes from project revenues. Interlink's proposal for providing earlier funding may not be realistic; especially getting a construction loan to finance community equity is questionable, as is the possibility of upfront syndication. Greater detail is needed in order to evaluate the feasibility of these proposals. A weak point is the expectation that funding will be contributed by other parcel to parcel linkage projects.

3. Creation of Affordable Housing

A. CRITERIA

Teams must address the need to increase the city's supply of affordable housing. Submissions will be judged on strategies for creating housing in the

Roxbury and Chinatown communities that use and supplement existing policies such as linkage. Strategies should also be included for creating housing through a mechanism for funding community development.

Boston Development Collaborative proposes a three-part housing program. The Collaborative would build a 150,000 s.f. mixed-income high-rise on Parcel 18. This development would contain 150 units, 20 percent of which would be affordable. BDC cites, UDAG, HODAG, SHARP, MHFA tax-exempt bonds and municipally guaranteed bonds as possible sources of subsidy for the affordable units.

The team did not specify the cost for these units, except that they would be in the very low, low and moderate income ranges. The units would be rental and equity, mostly the latter. Some would be cooperatives to take advantage of 121A tax agreements. No housing is proposed for Kingston-Bedford except on scattered sites in Chinatown.

Second, the Collaborative proposes to exercise the housing creation option to create low-moderate income housing on six publicly-owned sites in Roxbury and Chinatown. The sites were not specified. Third, BDC proposes the Boston Community Trust Fund to be capitalized with 10% of the profits of the project, and through linkage. In addition to housing creation, the fund would finance:

- Home purchase programs
- Home ownership education programs
- A housing referral center
- Rent subsidies to Chinatown and Roxbury residents;
- Improvements to Roxse Homes.

The Boston Development Collaborative proposed several interesting programs; however, the submission was very vague about how these programs would be carried out. The number of proposed on-site affordable housing units on Parcel 18 seems quite low (30), and one possible source of federal funds, the HODAG, is no longer available for Boston projects though the City is currently appealing this decision.

Columbia Plaza Associates proposes four mechanisms for providing housing. First, it would build 300 units, 200 of which would be affordable to low and moderate income residents. This housing would be located both on the Kingston-Bedford-Essex Street and Parcel 18 sites, and on sites in the Roxbury and Chinatown communities. CPA is the only team to propose housing on the Kingston-Bedford-Essex Street site. Housing for Parcel 18 would be created in Phase IV of a four phase development; for Kingston-Bedford in Phase I of a two phase development. However, this Phase I housing would be market rate condominiums.

The team proposes to build both rental and equity units. The breakdown of CPA's proposed housing units show that all of their rental units will be affordable to low and moderate income households. Thirty-three percent of

the for sale units will be affordable to low-income households. Prices on the for-sale units are in line with State affordability guidelines with moderate-income units priced at $110,000 and low-income units priced at $86,000.

The team anticipates using SHARP, Chapter 707, HOP and MHFA tax-exempt bonds to subsidize the affordable units.

	K-B (off site)	Essex St.	P-18	Total
Ownership				
Market	0	50	50	100
Moderate	0	0	35	35
Low	0	0	15	15
	0	50	100	150
Rental				
Market	0	0	0	0
Moderate	50	0	25	75
Low	50	0	25	75
	100	0	50	150
TOTAL	100	50	150	300

Second, in addition to the housing production outlined above, CPA opts for direct housing creation with its linkage payment (i.e., utilizing the Net Present Value (NPV) of linkage contribution for housing). The team has calculated that the linkage payment, exclusive of $1,000,000 to be contributed in advance to the community development fund to finance landbanking, would yield $5,675,000 per annum. The NPV of this is $28,600,000. CPA projects that this could be used to create 227 units, all of which would be developed in Roxbury and Chinatown.

Third, with the rest of its linkage contribution, CPA intends to provide 200 interest free downpayment loans to further affordability for first-time homebuyers.

Finally, CPA also proposes to create a prefabricated housing manufacturing facility in Roxbury through a joint venture with residents. This facility is proposed for a later date and is intended to help provide housing at a reasonable cost. This facility and the landbank to prevent speculation, are two of the more unique aspects of CPA's housing proposals.

Interlink Development Group proposes to increase the supply of affordable housing primarily through a scattered site rehab and new construction program using Kingston-Bedford/Essex and Parcel 18 linkage funds along with state and federal subsidies. The state and federal sources were not specified.

Interlink proposes to establish a self-perpetuating fund for community development, including housing, called the Interlink Foundation. Additional contributions would come from other parcel to parcel linkage developments. The Foundation will use linkage funds, plus state, federal and local subsidies to create up to 250 affordable housing units as part of a mixed income develop-

ment. The foundation would identify scattered sites in Chinatown and Roxbury, particularly BRA owned sites such as R3 and R3a which can be contributed by the city.

Funding for housing production would be disbursed through an RFP process through which CDCs and individuals could compete for the fund's proceeds.

Interlink proposes to hire a consultant to identify scattered sites for housing as well as funding sources. The consultant also would investigate creative programs such as the Enterprise Foundation. The proposal did not give details. The team expects that subsidies can also be accomplished as the result of low income tax credits and donations of land by the BRA. Affordability would be maintained through the use of ground lease and deed restrictions.

C. CONCLUSION

The three proposals were not final packages. Each group outlined possibilities without fleshing out all the elements involved, describing the mechanics of how the program elements would work, or detailing the financial aspects of the various components. A more precise determination of the number of units will be possible once the team is completed and development costs are finalized.

Based on the initial submissions, Columbia Plaza Associates proposed the most comprehensive and thoughtful housing program. Their plan offered a high percentage of affordable units with a healthy mix of for-sale and rental dwellings. In addition to opting for the creation of 227 units in lieu of a linkage payment, CPA proposes to use the balance of its linkage payments to provide no interest down payment loans to further affordability for first time home buyers. CPA also devised the most creative program for dealing with the problems of speculation and economic displacement; a land bank. Finally, CPA went beyond the RFQ requirements with innovative program which would serve to mitigate Roxbury's housing and employment problems, the manufactured housing plant.

The Boston Development Collaborative proposed many positive and interesting uses for their Boston Community Trust. However, they did not go into detail to show how they would structure or implement these programs. When discussing possible funding sources, it appears that they simply listed programs. One of the programs is no longer available for Boston projects (HODAG), and the chances of getting a UDAG are far from certain. It is unclear that 121A tax status would give them any advantage. BDC's number of affordable units also seemed very low, especially since BDC included no other proposals for preventing displacement.

The Interlink proposal was vague about the number of housing units they intended to produce and did not specify a number of affordable units. In addition, their plan to build scattered site housing in Chinatown seems slightly naive as there is not very much land available there. They did not explore the option of rehabilitation.

In discussing possible funding sources, Interlink lumped together state and federal housing subsidies without specifying which programs they intended to

use. Finally, their proposal to partially fund the Interlink Foundation with linkage proceeds and then disperse these funds to CDCs through a competitive bidding process, does not conform to linkage law. Interlink's proposal did, however, give some thought to the problem of preventing displacement due to speculation with its proposal to impose affordability restrictions.

4. Employment, Training, Childcare

A. CRITERIA

Teams must demonstrate a commitment to providing maximum community benefits in the form of employment opportunities, job and language training where necessary, and auxiliary benefits such as childcare. Applicants will be evaluated on their track records of minority hiring as well as their proposals for meeting these goals. Consideration will be given to the extent to which applicants use and supplement existing programs and resources.

B. EVALUATION

Boston Development Collaborative proposes to create a Minority Employment and Job Training Foundation which would be an equity partner in the project. The Foundation would be funded by the Boston Community Trust Fund. The Foundation would provide technical assistance and financial contributions to qualified applicants for employment training programs. (See Community Fund Section). A portion of trust monies would go to educational institutions which can assist in creating employment and training programs. In addition to the Foundation, BDC proposes to:

- Use the employment and job training programs of the Chinese American Civic Association to expand Chinatown Employment and Job Training Programs;
- Use MBTRC and the Human Resource Development Partnerships to expand Roxbury Employment and Training Programs;
- Using the training programs of the Opportunities Industrialization Center.

BDC also proposes under the Challenge Track process to:

- Work with the Chinese Economic Development Council and the Quincy School to provide training in English as a second language in Chinatown.

BDC estimates that the two projects will generate 3,946 construction jobs and 7,500 permanent jobs (3,500 downtown and 4,000 neighborhood). The team projects that 40% of the job on Parcel 18 will be managerial and professional; the other 60% would be support services, clerical, secretarial and maintenance positions. No projections were made for Chinatown.

In addition, BDC states that Malmart Mortgage Company will move its corporate headquarters to Parcel 18, employing 70-100 people, and that an anonymous corporation will lease 500,000 s.f. at Kingston-Bedford. It is unclear how many new jobs will be created.

In the area of childcare, the Crispus Attucks Fund through the Crispus Attucks Children's Center will develop and manage a proposed childcare facility. Project revenues from Crispus Attucks Fund's participation will be used to expand the existing facility of the Crispus Attucks Center and to subsidize the cost of care for those who need it.

Crispus Attucks will develop and manage an on-site childcare facility on the street level in both developments serving up to a total of 250 children. Outdoor play areas will be provided on-site or nearby. Crispus Attucks will also perform job training in the childcare field to increase the number of teachers and childcare workers.

BDC also states that it is willing to enlist a childcare provider such as Acorn Day Care to plan and operate a childcare facility in Chinatown. BDC and Crispus Attucks would assist the Chinatown provider in obtaining grants and other special assistance funding for the childcare program.

BDC has proposed the creation of a plethora of foundations and special funds. There seems to be no coherence, unity, or emphasis to a set of proposals that reads like a campaign statement in the 1960s. BDC proposes to be the all-giving entity the government proposed pictured itself as earlier. Unfortunately, the employment and employment training component of BDCs community benefits plan remains grossly ambitious.

There are specific aspects of the program that should be incorporated in the eventual program: one, the utilization and integration of existing job training programs--if for no other reason than political good-will; two, the emphasis on bringing in other businesses--especially minority--into Parcel 18; and three, the attempt to expand a successful center--Crispus Attucks.

Columbus Plaza Associates proposes to work with the BRA, the Parcel 18 Task Force, Sub-Committee on Employment and Training and the Chinatown/South Cove Neighborhood Council to explore options for providing services to residents seeking job training and employment by contracting the operation of the employment program to a local firm or consultant with strong ties to community-based organizations which offer ESL training, skill training and adult literacy. Columbia Plaza believes that these types of support services are needed before residents can fully participate in those types of employment and training opportunities to be available as a result of this development.

Columbia Plaza estimates that 7,760 permanent jobs and 1,945 construction jobs will be generated. The team indicated that it has spoken to an insurance company, a high-tech company, a hotel chain, a supermarket chain, a bank about a branch and office space in Roxbury, a department store, and a bio-research company. The team proposes to work with the BRA and the communities to explore contracting operation of the employment program to a local firm with more expertise. It would also commission a needs assessment to develop a priority list of vocational skills. It would negotiate with vocational and educational institutions to provide specialized training to residents. CPA will also commission a demographic study or needs assessment of residents in the areas and develop a priority list of vocational skills. The team expects to supplement public funding and linkage payments with their own resources to ensure the success of the employment programs. CPA plans to negotiate with institutions of higher learning to provide specialized training

to clients, including, Wentworth Institute, Roxbury Community College, Northeastern University, and the Hubert Humphrey Occupation Resource Center.

The employment training program would provide:

- Outreach and intake to get residents to sign up for services and assist CPA in performing a demographic analysis.

- Screening and assessment to identify clients on basis of their educational and skill levels and make the appropriate referral.

- Construction skill training. The developer's consultant, in conjunction with the Parcel 18 Task Force, Chinatown/South Cove Neighborhood Council, and the Contractors Association of Boston would provide pre-apprenticeship training.

- English language training. CPA will establish a relationship with established community residents to provide English language training.

- Job referral and placement. To use the Contractors Association of Boston as a source of job referrals and placements in the construction industry.

In the area of construction, CPA proposes to meet city requirements on minority, resident and female hiring. CPA's proposal relies in large part on the use of existing physical and human resources for program expertise.

The team states emphatically that they will not consider a majority partner who would not adhere to these teams.

In the area of childcare provision, CPA proposes to work with the BRA, the Parcel 18 Task Force Sub-Committee on Childcare and the Chinatown/South Cove Neighborhood Council to explore options for providing services to residents seeking job training and employment in the childcare field. The team proposes to create on-site facilities for both developments, each serving a minimum of 200 children. The facilities would be subsidized through jobs linkage and assistance programs. CPA proposes to use jobs linkage funds to train residents for childcare careers. The team proposes to have its facilities serve both the tenants in the projects and neighborhood residents.

The team will name a childcare overseer to manage the developments.

CPA does not specify how these programs will be funded, although they include them under the classification of "linkage strategies." This implies their funding from the job training linkage funds generated from the projects. The developer should specify precisely what funds, from what projects (or both) will be used to fund these activities.

The best attribute of the proposal is its reliance on a working relationship between BRA and the community in matching employment opportunities with skills. This is a good idea for a number of reasons. Such a program will:

(1) allow the community to exploit the opportunities afforded by other BRA sponsored developments;

(2) provide for better planning as city and community know better the demographic profile of the Roxbury workforce-- they can tailor developments;

(3) prevents a common problem with job training programs--shifting the job line rather than shortening the line of people waiting for employment; and

(4) incorporates state of the art strategies by the expressed objective of identifying, and analyzing the real problem before suggesting options and implementing a solution.

Two aspects of the CPA proposal are more uncertain; one, CPA's plan to negotiate with private universities; and, two, CPAs general commitment to day care services. Without specific goals, alternatives, and options, a plan to negotiate for job training amounts to little more than an aspiration. Universities can be quite helpful; they cannot only help devise an elegant solution to the problem, they can also provide specific services. But more detail should be demanded to flesh out a worthwhile concept.

The provision of day care services is a more serious gap. CPA does not provide specific funding commitments, concrete program goals, or even the most general outline of operational plan. Everyone--the BRA, the developers, and Human Resources specialists--agree that day care services are crucial. They should have been given more attention.

Interlink Development Group proposes to establish an Urban Academy designed to increase non-white recruitment and retention at local colleges and universities. This would involve collaboration between the Boston School system and Northeastern University.

Interlink proposes to give priority to qualified service providers currently active in the Parcel 18 and Chinatown. Interlink will hire a jobs coordinator to oversee the employment program, and open a jobs office. The jobs office will register residents, then conduct a skills appraisal and advocate for placement. The jobs office would also function as an employment agency. Interlink will meet city policy of 30 percent hiring for non-whites. The team would require preference in employment to be given to residents registered with the jobs office.

For childcare, Interlink proposes to use Northeastern University students to reconcile the need for affordable care with the labor intensive nature of childcare. The team proposes a roof top childcare facility for Kingston-Bedford. The location of the facilities in Roxbury was not specified. Interlink states it will explore:

- Employer-sponsored center
- Home-based care
- After school care

- o Referral networks
- o Centers sponsored jointly with neighborhood employers.

The Urban Academy is a fine program that may not meet the objectives of the linkage program. Interlink refers only to the existence of high-tech jobs and the lack of science training of minority students. Interlink does not provide any hard data to substantiate this variation of the traditional mismatch hypothesis. If such a hypothesis can be supported by the data, the Urban Academy offers an excellent attack on the problem: the Interlink principals are the most experienced in education, the program has adapted to the successes and failures of earlier enrichment programs, and the program lends itself to the kind of monitoring that critically needed in job training design and implementation.

The concepts behind Interlink's day care program are the most innovative and responsive to current thinking on the subject. Interlink fails to provide a vehicle, an institution, for these worthwhile ideas. The BRA should incorporate Interlink's proposal into the BDCs, absent BDCs excessive funding mechanism. That is, use linkage funds to expand Crispus Attucks services in ways suggested in the Interlink proposal. The community obtains the benefit of Crispus Attucks experience; it realizes the value of Interlink's design--again the result of Interlink's principals' experience in the human resources.

C. CONCLUSION

Of the three proposals, the Interlink program indicates the least knowledge of program requirements. Where BDC and CPA outline programs and strategies for achieving goals, Interlink's proposal lists concepts without a realistic assessment of how those concepts are to be attained. For example, in regard to childcare, Interlink states it will "explore" several options but gives no indication of how these are to be explored or what commitment of money or project space Interlink is prepared to make. In addition, the proposal to have college-age students in training care for children is possibly contrary to childcare requirements. No indication was given as to whether Northeastern has been contracted and is indeed willing to participate. Also, Interlink's proposal for rooftop childcare shows unfamiliarity with the requirements and state regulations governing childcare. Finally, while Interlink proposes community-based programs for jobs and language training, very little information is given about the nature of these programs making this aspect of the proposal difficult to evaluate.

While the BDC proposal is much more detailed about its program, several questions remain. For example, BDC states it will exceed the 30 percent minority hiring goal of the city, but does not state what it will do to achieve a projected 50 percent minority participation. Also, it is unclear whether this goal refers to construction or permanent jobs.

BDC's proposal is strong, however, in that they have a commitment from the Malmart Mortgage Company to relocate to Parcel 18 with 70 to 100 employees, though the proposal did not indicate how many of these will be new jobs available to Roxbury residents. Another strong point is the inclusion of the Crispus Attucks Children's Fund an equity partner to handle childcare pro-

vision, and the creation of jobs foundation. However, it may be difficult for such an entity to raise the necessary equity contribution. BDC also states that it is willing to consider Acorn Day Care for the Kingston-Bedford site as this provider has had extensive experience in Chinatown.

CPA depends on existing resources to accomplish its program goals for employment and childcare, a strong substitute for expertise among its principals. The team demonstrates a very good knowledge of program requirements. A strong point is CPA's proposal to engage the services of an existing firm which would perform needs assessment, match prospective employees with employers and for others, develop a training program suited to market demand. The comprehensive discussion of the goals to be achieved and the methods proposed to achieve them indicate that CPA has given thought to a well-crafted program.

5. MBE Participation

A. CRITERIA

A minimum requirement of 30 percent MBE participation has been established for all construction contracts and professional and technical services budgets relating to this project. Respondents will be judged on their strategies for MBE participation during the design, construction and operation of the developments, as well as their record of MBE hiring. Proposals should also provide ideas for leasing programs that would provide for MBE participation.

B. EVALUATION

Boston Development Collaborative has set a minimum goal of 50 percent MBE participation, which exceeds the RFQ minimum of 30 percent. The team did not give details about how it would accomplish this goal. The team's strategy would be to identify and attract new businesses to the development. Malmart Mortgage Company has already committed to moving its corporate headquarters to Parcel 18, leasing at least 50,000 s.f. of space and BDC indicated that "Corporation X" will lease 500,000 square feet at Kingston-Bedford. The team indicated that it will implement a creative leasing program, but details were not provided. BDC proposes to work with Contractor's Association of Boston to ensure that minority contractors are used in all phases of construction and with appropriate city and state agencies and MBE professional organizations to identify qualified MBEs.

The team would also create a revolving loan guarantee fund for small businesses, and an equity investment guarantee fund. The Revolving Guarantee Loan Fund, to be capitalized through linkage funds, would provide a revolving, below market rate loan program for contractor/vendor and commercial tenants of the development. The intent is to make available debt financing to businesses which have had difficulty obtaining financing in the past despite credit worthiness, and to provide a lower cost of funds to these businesses.

The Equity Guarantee Fund, again to be capitalized through linkage, would guarantee equity capital for businesses in Roxbury and Chinatown. The guarantee under this program would provide capital for new business development, contractor/vendor financing and expansion of existing businesses. It would serve as a local and national model.

A strong point of these programs is their focus on long-term business development opportunities. However, the fact that they are to be capitalized solely through linkage greatly weakens their feasibility, since this is not an allowable use of which linkage.

The Collaborative indicates that its members have a history of either hiring or working as MBEs. Many members own their businesses, but it is unclear whether they are certified MBEs. Moreover, the team did not provide documentation of its record of MBE hiring on past projects. BDC did submit with its proposal a list of qualified MBEs to work on this project. It is unclear, however, whether these MBEs have been contacted, and a number of them are partners or consultants to other teams. Members of BDC evidence their commitment to minority business development through civic affiliations. Robert Royster, Director and Treasurer of National Association of Black Manufacturers, has received several awards for outstanding contributions to minority business development. Hwachii Lien has provided assistance to minority businessmen as Director on the Board of CEDC.

Columbia Plaza Associates outlined the most detailed program. CPA commits to ensuring 30 percent minority participation, enforced by monetary penalties for contractors. Its proposed strategies include:

- using its contacts and experience with financing institutions to create equity and debt financing opportunities for minority businesses;
- providing preferential leasing options and terms to minority businesses;
- utilizing MBEs for goods and services;
- providing outreach and training services for existing businesses;
- operating on a multi-lingual basis; and
- providing equity financing for local businesses.

The team's focus is on business development and the creation of entrepreneurial opportunities rather than discrete opportunities for patronage of MBEs. A strong point is the team's proposal to formulate a comprehensive business development program for Boston; this goes beyond the requirements of the program.

CPA's minority business development program would be financed in large part through the community development fund, which would be capitalized through selected project revenues, a percentage of NOI and a percentage of the developer fee. The team also proposes to use advance linkage funds to acquire land that could be sold to capitalize the fund. While innovative, this strategy may not be in conformance with the linkage regulations.

The team's principals includes New England's only black-owned commercial bank; an experienced minority-owned construction firm whose owner is the president of one of the nation's oldest minority contractors associations, one of New England's largest minority-owned law firms, and the nation's largest minority-owned venture capital firm. All of these members are certified MBEs

as evidenced by SOMBA certification letters submitted with their proposal. In addition, CPA provided detailed information about its record of hiring MBEs on past projects. It gave no information about potential consultants.

The teams' commitment to minority business enterprise development is also evidenced by the civic activities of principals. As mentioned, one principal is the President of Contractor's Association of Boston. Another, Telemat, Ltd., has consulted for the cities of Atlanta and Kansas City to develop their MBE policies. A number of CPA team members serve on special commissions appointed by Governor Dukakis to study and recommend means by which the Commonwealth can foster and enhance development of minority businesses. Two team members head the Minority Business Development and Economic Development Committees of the Governors Community Development Coordinating Council. Another member has developed a minority business development program, sponsored by Boston's Chamber of Commerce.

Interlink Development Group proposes to meet or exceed the 30 percent goal. Its main objective is to promote a business development model. An incubator project is proposed that would provide space, staff, computers, conference rooms, shipping and receiving services, and other facilities for MBEs.

In keeping with its desire to create a program to complement the work being done by SOMBA, the team has two long-term goals for the Incubator project:

- To graduate businesses into the mainstream marketplace and prepare the next generation;
- to establish a skills, supply and support network.

This would be accomplished through an Advisory Office, which would identify MBEs to participate on the project.

The team would also create a one stop assistance center for MBEs in the Parcel 18 complex that would provide a broad range of technical assistance services commonly required by small businesses. The team postulates that the center would also have the following advantages:

- Exposure to the mainstream business community;
- Contact with community-based organizations dedicated to minority business development; and
- Access to the media.

Interlink proposed as its second task to assess the skills and qualifications of MBEs. It would establish an assistance referral office dedicated to providing referral information to MBEs participating on this project as well as those in the community. The team provided a list of organizations with which it has ongoing relationship that can assist in this task.

Like all of Interlink's community benefits, these programs would be financed through the Interlink Foundation, to be capitalized with an initial $10 million endowment from project revenues.

Several members of Interlink own their own businesses, including the largest minority-owned oil company in the country, and one of the largest minority-owned development and construction companies. One member served as the Assistant Regional Administrator of the Minority Small Business and Capital Ownership Division of the U.S. Small Business Administration, and as the Project Manager of the New England Branch of the U.S. Office of Minority Business Enterprise.

In addition, Grimes Oil has established an independent company as a vehicle through which it can contract with non-white distributors. Mattapan Enterprises uses 70% of its operating budget in contracts with MBEs.

Interlink also included a list of its consultants for the project. It is unclear how many of them are certified MBEs.

C. CONCLUSION

All teams proposed to create opportunities for at least 30 percent MBE participation, and to create programs to assist minority businesses through programs including financing, provision of incubator space, and preferential rent/leasing arrangements.

All three groups have as partners on their teams MBE construction firms though the CPA firms have the strongest record of development in Roxbury and Chinatown. All three also indicate that members of their teams are certified as MBEs, and that a number of the consultants are minority firms. Columbia Plaza has an edge over the other two teams in that it documents a record of MBE hiring, and a number of its members are involved in MBE development activities.

6. Urban Design

A. CRITERIA

Development teams should set forth design concepts aimed at assuring that the two projects are assets to their communities. In particular, submissions should provide concepts for appropriate uses, for suitable community retail space, for bringing vitality to the sites, and for protecting the character of the neighborhoods.

At this preliminary stage, a sense of each team's general approach to urban design was solicited, rather than a definitive plan. In evaluating each proposal, important considerations include the above criteria, a sound rationale for the program and phasing, general knowledge of BRA guidelines for allowable density, and the general knowledge of each site.

Submissions were judged on the use of project design to balance potential economic benefits and potential environmental impacts, as well as their consistency with the following height and massing alternatives for the office and commercial space:

Parcel 18:

Height	Gross Square Footage
125 feet	500,000 GSF
180 feet	700,000 GSF
225 feet	860,000 GSF

Kingston/Bedford/Essex Street:

Height	Gross Square Footage
250 feet	450,000 GSF
325 feet	575,000 GSF
400 feet	700,000 GSF

A. EVALUATION

Boston Development Collaborative proposes the largest development program. The program for Kingston-Bedford/Essex Street, includes office space primarily with ground floor retail, restaurants, a plaza, and pedestrian passageways. BDC proposes five options which range in size from 500,000 to 1 million gross square feet with parking below grade for 500 to 600 cars. Proposed height is 490 feet. Affordable housing would be constructed off-site.

The site configuration is ambiguous. BDC has included BRA drawings and a parcel plan, some of which indicate development only on the public parcels and some of which include development on adjacent privately-owned parcels. The BRA graphics do not correspond with BDC's proposed options. Hence, urban design intentions are unclear.

BDC's program exceeds that suggested in the RFQ, and the 490-foot tower exceeds the proposed Downtown Interim Planning Overlay District height limit of 400 feet. There is no corresponding rationale provided for the variances. In addition, BDC prepared very little urban design analysis or investigation of site conditions and context for the downtown site.

Somewhat more information is available for Parcel 18. The development on Parcel 18 would focus on the Ruggles Station concourse with major functions related directly to this pedestrian concourse. The team proposes that the cultural center take center stage as the major public element. The office buildings would be separated to take advantage of views, while supporting ground floor retail activity.

Program elements would include housing, retail, a performance arts center, a childcare facility, and with the main component being competitively priced office space.

For Parcel 18, BDC outlined four options with 150,000 square feet of housing, 100,000 square feet of retail space, parking for 500 to 600 cars (to be constructed and financed by the city and state) and with project sizes ranging from 700,000 to 1.2 million square feet. BDC outlined options but used BRA graphics depicting alternative designs which do not correspond to BDC options.

In summary, BDC did not put much original effort into its urban design submission which makes it difficult to evaluate the team's concept or general understanding of design issues. The largest options presented exceed BRA guidelines in the RFQ. In addition, the projects rely on public financing and construction of Parcel 18 garage and may require acquisition of private parcels at the Kingston-Bedford site. It is not stated whether or not the acquisition is included in estimated total development costs.

Columbia Plaza Associates proposes a phased development project that is within the massing guidelines set by BRA guidelines. For Kingston-Bedford, Phase I would consist of 5,000 s.f. of retail space, 50 units of housing, and 200 spaces in a garage. Phase II would include 30,000 s.f. of retail space, 450,000 s.f. of office and commercial space, a 250-room hotel, 100 units of housing and 500 spaces in the garage. The total development would have 35,000 s.f. of retail, 450,000 s.f. of office and commercial space, a 250-room hotel, 150 units of housing, and a 700-car garage. Affordable housing would be created in the second phase on other available housing sites to be selected by the BRA. The team proposes that housing creation be concurrent with the office development. The development program assumes that the parking structure will be constructed by the City of Boston.

CPA indicates some familiarity with the urban design context for the site and describes the need to relate to the historic Commercial Palace District, Summer Street, Dewey Square, and Downtown Crossing. In addition, the proposed mix of uses reflects some sensitivity to the need for a range of activities, including housing, on the edge of both the Financial District and Chinatown.

For Parcel 18, Columbia Plaza envisions a four to five phase development, mixing commercial, retail, housing and parking uses. The program includes 150,000 square feet of retail space, 650,000 square feet of office space, 150 residential units (100 of which would be affordable), parking for 500 cars, and off-site day care. The plan does not include any cultural or community facility.

Interlink Development Group presented a very detailed development program. For the Kingston-Bedford site, the major feature of the urban design concept is a 20 to 30 story tower located at the intersection of Kingston and Bedford Streets. This tower responds to the massing of the tower located at 125 Summer Street and also responds to the tower nearing completion at 99 Summer Street. The tower in its smallest configuration would contain 500,000 square feet of office space above two levels of ground floor commercial space. In its maximum configuration, the tower would contain approximately 700,000 square feet of office space. The typical floor would be approximately 17,000 square feet with smaller floors at the uppermost portion of the building. In the low-rise building the uses would be retail at the ground floor and either a hotel or, if the market indicates that a hotel cannot be supported, additional office space.

At the roof level of the lower building, a day care facility is proposed, with open space for the facility located on the roof of the low rise building. This is not permitted by law. Below grade is proposed a parking garage of three levels. The below grade garage extends completely below the tower, the low rise structure and the plaza at the center of the block.

The design includes a well conceived site plan/massing with open space, pedestrian movement, tower massing and base structures oriented to minimize impacts and provide good interface with adjacent development. The proposal does not widen Essex Street and is contingent on expanding site to include adjacent property on Kingston Street.

In the team's urban design analysis of Parcel 18, Interlink looked to see existing context. The plan focuses on linking community/university/downtown. It includes a neighborhood oriented entry with low scale structures to the south and east and with convenience retail, child-care, and community facilities. Northeastern University community related facilities are located on Parcel 18 site along the Ruggles concourse. The concept is for the buildings to grow out of the neighborhood with buildings located on traditional streets, not an interior mall. The small block pattern of Tremont Street is to be continued to restore image of "Main Street" with retail-small business opportunities. Columbus Avenue area is to be important visual connection to Park Street Church. The proposal recognizes the need to establish visual/ physical prominence as office center, retail anchor and residential complex and to develop a style of architecture for the project more sympathetic to the older parts of the city, not "corporate" or suburban.

Because Interlink's design submission is quite detailed, it allows for more of a critique than others. Some problems to consider on the Kingston-Bedford site are as follow:

The expansion of the site to include privately-owned buildings without the widening of Essex Street could produce a cost obstacle difficult to hurdle. The additional provision of a "city built" parking garage on this site is in question.

The tower is in a good location separated from 99 Summer Street but has no setbacks which could alleviate potential negative environmental impacts, especially on the plaza.

For Parcel 18, the focus of attention on Columbus Avenue may be contrary to overall city transportation objectives to downgrade this corridor. The proposal also builds over the Columbus Avenue R.O.W. but does not mention the heavy cost of utility relocation this would require. Otherwise, the proposal is very good with scale, massing, use distribution and circulation that meet both the developer's and the cities objectives. This does feel like it would readily fit into the neighborhood without being to bulky.

C. CONCLUSION

In evaluating design submissions, it is important to note that the final design will result from community input, the environmental review of various alternatives, detailed BRA guidelines, and zoning regulations. It is nonetheless possible to evaluate each team's general approach to urban design, sensitivity to issues of neighborhood context, general sophistication about the feasibility of various programs, and awareness of site conditions and existing plans and regulations for each area.

Interlink's submission is by far the most comprehensive, illustrating a fairly thorough analysis of each site and its context. Columbia Plaza Associates devoted less attention to urban design considerations but presented credible programs which fit within massing parameters outlined in the RFQ. The Parcel 18 plan, however, lacks a cultural or community facility.

Boston Development Collaborative outlined a range of options, some of which exceed the limits set in the RFQ. The team relied on BRA graphics, which were insome cases at odds with the team's proposal. The submission did not exhibit much familiarity with the sites, nor did it present much creativity with respect to program, phasing or design.

VI. COMMUNITY PARTICIPATION AND PROCESS

From the conception of the first parcel-to-parcel project, broad-based community participation has been an integral part of the project development process. It ensures that the project, as conceived and developed, will meet the public objectives and address the concerns of the two impacted neighborhoods.

Essentially, the project development process has two major phases. The first phase leads to the selection and the tentative designation of the development team. The second phase leads to the final designation of the development team and the approval of the final development plan. Due to the unique requirement for a minimum of 30 percent equity in control by the non-white members on the development team, the first phase of team selection presents a special challenge to an effective community process.

Initially five major areas for community participation in the development process have been identified. They include the review of draft Request for Qualifications (RFQ), the review of RFQ submissions, the review of draft Request for Proposals (RFP), the review of RFP submission, and the review of environmental impact assessment. In addition, the Parcel 18+ Task Force and the Chinatown/South Cove Neighborhood Council have been designated as the advisory group representing Roxbury and Chinatown respectively in the participatory process.

Within this general framework, the RFQ respondents have set out to conceptualize their respective processes and related mechanisms for community participation throughout the project. The various proposals do not represent the actual process that has been developed by the BRA with the input from other government agencies and the communities.

The hypothetical processes proposed by the RFQ submissions indicate the respondents' sensitivity to and understanding of the need for community input in team selection and project development process. The proposals will be evaluated accordingly in the following sections.

EVALUATION

Among the three teams, only Interlink has attempted to highlight an overview of the planning, design, and development process, but without any substantial reference to the critical process of selecting a majority development partner. In contrast, both BDC and CPA stress the process that leads to the team selection.

The Boston Development Collaborative (BDC) has proposed a two-part action plan for the 26-day period after designating the RFQ winner as the minority partner. The first part of their plan deals with the selection of the majority partner. The second part deals with the public stock offering.

The first part of the BDC plan proposes that the Chinatown/South Cove Neighborhood Council and the Parcel 18+ Task Force along with the BRA be consulted throughout the selection process and up to the review of the final draft document recommending the selection of the majority developer. The

draft document will set forth qualifications of the candidates. After the review by community organizations and the BRA, BDC will then prepare and submit a final document.

The process will be carried out in three successive stages. First, a Memorandum of Understanding regarding the guidelines for the selection of the majority development partners will be jointly signed by the BRA, the BDC, the Neighborhood Council, and the Task Force. Second, open competition will be held for prime contractors, financial institutions, and other interested contractors, through the issuance and the review of a Request for Information and Interest. Third, negotiations will be conducted prior to making the final recommendation.

The second part of the BDC plan proposes that community trustees be designated by the Task Force, the Council, and the BDC to the proposed Boston Community Trust. Community prospectus and public prospectus will be prepared for the two-tier stock offerings.

BDC also proposes that the position of a community coordinator/liaison will be established in the bottom tier of the 3-tier management hierarchy. James E. Guilford, Jr., has been selected as the coordinator for Roxbury. Storefront offices will be set up in the communities.

Columbia Plaza Associates would direct a five-step process to deal with the development of the selection criteria, the selection of prospective bidders, the solicitation of RFP, the initial evaluation of proposals, and the final selection of the joint venture partner. CPA will select a RFP review committee from amongst its members. After 3 to 5 finalists have been selected, the CPA selection committee will be expanded to include representatives from the BRA and the community. The selection committee will make a recommendation to the CPA Management Committee, which will in turn make a final selection and submit it to BRA for review and approval.

CPA will also work closely with the BRA, the Council, and the Task Force to develop a comprehensive Minority Business Enterprise Development strategy for Boston and a comprehensive child care program.

Interlink Development Group proposes that a concept team will initially oversee a 12-part planning and development process, ranging from land analysis to implementation strategy. It will be a manageable core group of the Interlink members and consultants, which will be joined by the majority development partner later. The team will work closely with the BRA, state agencies, and a community action committee.

To date, the consultants include Tsoi/Kobus & Associates, the Parcel 18 Design Associates (an affiliation of Todd Lee/FR Clark Associates, Inc., Migliassi/Jackson & Associates, and David Dixon), Halcyon and Ghoulston & Storrs. The team will continue to expand as the projects develop.

Specifically, the Chinatown/South Cove Neighborhood Council and the Parcel 18+ Task Force will contribute goal statements for housing, jobs, small business developments, community services, and neighborhood stabilization.

In addition, Parcel 18+ community will also participate in the programming and the design of the community space through the Community Development Board and the Parcel 18 Design Association.

The Interlink also emphasizes collaboration among the private sector, the public sector and Northeastern University. In addition, a community liaison will be jointly selected by the Roxbury and the Chinatown communities. Community meetings will be scheduled throughout the process. A primary focus will be on presentation/discussion of program goals.

CONCLUSION

All three teams have made reference to working closely with the communities, the BRA and other public agencies. All adopted the basic participation by representation model to varying degrees. Interlink has proposed a collaborative efforts involving not only the public and the private sectors, but also the Northeastern University which is a major resource in the vicinity of Parcel 18.

In particular, Interlink has placed emphasis on community input in formulating program goals for assorted community programs and projects. It is the only team that has suggested community access to the design process by proposing that the community be involved in the programming and design of the community space for the Parcel 18.

Unlike the other two teams, Interlink has proposed a Community Development Board which will not only oversee the Interlink Foundation but also get involved in other aspects of project development as suggested in the Parcel 18 Design Process. The central role assumed by the comprehensive, professional consultant team from the very initial stage of the project is another area of distinction.

With respect to the selection process for the majority partner, BDC has opted for an open process which is carried over to the two-tier offering of community and public stocks. In addition, BDC has proposed to set up the Minority Business Development Foundation and the Minority Employment and Job Training Foundation as a planning and strategy development agency for the respect areas. While the exact structure, composition, and the management of the two foundations have not been specified, the proposals themselves suggest an emphasis on overall and long-term planning. No mention was made of how the communities will participate through these foundations.

CPA reserves the core of decision-making for the RFP review committee and the management committee. A general reference was made to a comprehensive Minority Business Enterprise Development model that will be developed jointly by the Council, the Task Force, the BRA and the CPA. The retainment of a project consultant has been suggested. By and large, CPA relies on the standard project review process to provide opportunities for community input.

Except for CPA, both Interlink and BDC have proposed to establish the position of a community liaison/coordinator. BDC has already selected James E. Guilford for the Roxbury community. Interlink has proposed that a community liaison be jointly selected by the two communities.

While the process proposed by Interlink and BDC respectively chose to emphasize different aspect and stage of the development process, they have both expanded a considerable amount of efforts in devising the participatory process. On the whole, BDC and Interlink are demonstrating more and open and sensitive to the need for community input and participation.

Evidence of Community Support:

Fourteen letters have been submitted on behalf of CPA and 13 on behalf of BDC. These do not include the support letters from organizations participating in either team one on CPA and two in BDC. None were enclosed with the Interlink submission.

The CPA has, however, included a more diverse group than the BDC. Neither CPA nor BDC has engaged the support from the full spectrum of community organizations representing different interests.

VII. OUTSTANDING ISSUES

Team Composition

1. The BRA should obtain further clarification from BDC to obtain answers to the following questions:

 - o What is the corporate structure of AADC and JDH?
 - o Is BDC formed as a joint venture of AADC and JDH or as a corporation of shareholders who happen to be principals of the two groups?
 - o What kinds of shares have been issued by BDC?
 - o What kinds of snares have been issued by JDH and AADC (if they are corporations)?
 - o If AADC and JDH are principals, exactly who is involved, with what investment?
 - o Will the limited vote of the CDC's allow them to contribute significantly to the corporation's governance?
 - o BDC says it's principals will raise the necessary capital to make three organizations--Crispus Attucks Fund, Minority Business Development Foundation, and the Minority Development and Training Foundation--full equity partners. Again, what does full equity partner mean? Presumably, as a corporation, BDC's shareholders own unequal shares of whatever classes, with unequal power. Does this mean that the three organizations will be given a minimum voting and/or equity power?
 - o Above and beyond this, the CDCs will invest $1M in shares and will be given 20% interest. This represents 20% of BDC at the present capitalization of $5M. What happens to the CDCs' representation as more funds are raised?
 - o BDC will form a limited partnership with a group of investors who will invest $75M in secondary equity. These investors will be the limited partners in this arrangement. A number of questions emerge about this arrangement:

 (a) Why are the additional investors brought in under a syndication arrangement rather than as additional stockholders of the same or different class?

 (b) What kind of effective voting power does this give the limited partner investors?

(c) If the money can be raised at all in the Roxbury, Dorchester, and Mattapan areas, a vast number of people will have to contribute small amounts. Will this really work under a syndication arrangement?

2. The CPA corporate structure. CPA describes its corporate structure in clear and concise terms. However, a few questions do remain:

 - Will the Class C shareholders in RBA enjoy dividend rights? This is unclear from CPA's proposal and response to the RFC.

 - Will CPA charge more for Class C stock than it will for Class B stock? It says in its RFC response that Class C stock is higher priced because it carries lower risk, and yet Class B stock is preferred over Class A stock in liquidation preference. The proposal says nothing about a preference for Class C stock.

Financial Capacity

3. CDCs are expected to invest $1 million in BDCs project. In the event the CDCs cannot raise this amount, BDC indicates its principals will make up the deficiency. BDC states that the Community Development Finance Corporation has expressed an interest in providing the financing for the CDCs equity. It adds that the CDCs have bankable assets to leverage as well as the capacity to issue stocks or bonds on their own. But one assumes the CDCs would use these resources to raise the $1,000,000 in the first instance. BDC doesn't answer how it plans to make up a deficit.

4. UNC ventures, one of RBA's Class A shareholders, will invest $1,000,000. It is unclear whether this investment will be structured as equity or debt.

5. To clarify these issues the BRA would need

 - A detailed plan for the issuance of stock or partnership positions;

 - A projected annual report of the developer for the first stabilized year of the project.

 Only CPA has provided anything approximating this information.

 This information would give the BRA information on the capitalization of the corporation; the precise equity commitment the corporation or partnership intends to make; and the precise distribution of distribution of cash flow based on the developer's amended BRA pro forma.

This information would give the BRA information on the number of shares and issue price; the par value of the shares as a pricing floor; and, the presence of any shares issued below par value. Further, the BRA would obtain information on the amount of financing the developer intends and the cost the developer will pay to purchase capital.

The combination of this information would also clarify questions about the precise distribution of profits to community concerns and their precise voting power. Surely, if the corporations--BDC and CPA--plan to market shares in the community, they must have some projections with attendant scenarios. How does the corporation function with varying degrees of community investment? What kind of effective representation would the community have?

Finally, the information above would give the BRA the developer's idea of the surplus value generated by the Kingston-Bedford site, and the subsidy needs at the Parcel 18 site. What kind of costs and revenues, with resulting cash flows, do they foresee? Given the novel nature of the project and the lack of extensive history of the developers in projects of this size, this requirement seems reasonable.

Development Capacity

6. BDC's principals have had experience in a number of projects, but in its effort to provide extensive information, BDC leaves a number of questions unanswered. More than the other developers, BDC refers to an "involvement" in projects. What does "involvement" entail? For the purposes of this evaluation, staff has assumed an average amount of trouble throughout the projects the various principals have completed. That is, staff assumes that everyone has faced similar troubles in moving projects along.

Community Benefits

7. The sources of funds at the developer's discretion for community purposes are:

 - o the savings the developer realizes in purchasing the prepared garage and platform for the Kingston-Bedford site; This savings realized by the developer is a capacity to make community investments. It should be identified and budgeted.

 - o the before tax cash flow generated by each project--Kingston-Bedford and Parcel 18. Equity commitments to CDCs by BDC and CPA are relatively straightforward. For a given commitment, the CDC Parcel 18 signatories receive a given return. Once again, the BDC must clarify what corporation or entity is collecting the CDC investment; both BDC and CPA should clarify precisely what dividends, liquidation rights, and other details the CDC investments entail.

- o the linkage funds the developer has at its disposal. The teams don't appear to have a good understanding of established listed regulations such as who will collect and/or disburse the linkage funds. To evaluate the developer's community benefits, one should keep in mind the community investments planned using the linkage funds. The developers' references to linkage funds as too vague to be of use in this way.

Development Capacity

8. BDC's principals have had experience in a number of projects, but in its effort to provide extensive information, BDC leaves a number of questions unanswered. More than the other developers, BDC refers to an "involvement" in projects. What does "involvement" entail? For the purposes of this evaluation, I have assumed an average amount of trouble throughout the projects the various principals have completed. That is, I assume that everyone has faced similar troubles in moving projects along.

9. It is not clear what BDC means by profits in its funding of the trust fund. The BRA does not have a clear picture of precisely how the Community Trust Fund will be supported. Moreover, the Community Trust Fund will enjoy proceeds of some kind from the project, along with four other funds. They are:

 - o Crispus Attucks
 - o Minority Business Development Foundation
 - o Minority Development & Training Foundation
 - o Boston Community Trust Fund
 - o Low Income Housing Trust Fund

 We do not know exactly how the Low Income Housing Trust Fund will be funded. Assuming that it is funded from operating income or cash flow from the project, the CDCs will have a reliable stream of income from the project; BDCs principals will have made a "contribution" to the community by foregoing income while providing themselves with additional working capital. We do not know whether BDC has the capacity to meet this kind of commitment because we don't have a detailed picture of their capitalization, nor do we have a detailed picture of principals' net worth.

10. What efforts in the community will be duplicated by the Community Trust Fund? BDC does not indicate how its fund fits into the constellation of existing organizations, other than to say that it will fund the existing organizations on a competitive basis. How does it relate to the existing CDCs?

11. CPA proposes to accomplish program goals by:

 - o working with the BRA and community advisory groups to survey the labor market needs, matching skills with opportunities;

 - o contracting operation of the program to a local firm;

- negotiating with local educational institutions to provide specialized training; and

- providing a community based day care center and related facilities.

CPA does not specify how these programs will be funded, although they include them under the classification of "linkage strategies." This implies their funding from the job training linkage funds generated from the projects. The developer should specify precisely what funds, from what projects (or both) will be used to fund these activities.

SUMMARY MATRICES OF TEAMS' PROPOSALS

TEAM COMPOSITION

	BDC	CPA	INTERLINK
Team Structure	Joint Venture of Asian-American Development Corp. and J. B. Hall Associates	Joint Venture of Chinese Investment Limited Partnership (CILP) and Ruggles-Bedford Associates (RBA).	Partnership. Community Partner is limited partner.
Management	BDC would be governed by a Board of Directors.	CPA is co-chaired by one member from each CILP and RBA. Project Management is by committee consisting of 3 members from each CILP and RBA.	David Blackman, Chair Herman Russell, Project Manager.
Number Principals	36 (33 individuals, 1 community group, 2 proposed foundations)	36 (28 individuals, 8 organizations)	10
% non-white	100	100	100
% live/work in Boston	21	86	60
% live/work in communities	15	53	50
Projects in Communities (%)	34+	50	19+
Community-Based Partner	The Crispus Attucks Fund is an equity partner. Roxbury Action Program, Greater Roxbury Development Corporation, Chinese Economic Development Council are proposed partners if they can raise required equity. The team proposes to create two foundations to be equity partners.	Chinese Consolidated Benevolent Assoc. (CCBA) is a 10% Class C equity partner; shares donated by CILP for nominal consideration. A portion of equity in RBA is set aside for Roxbury-based organizations. Parcel 18 signatory CDCs may purchase Class B and C shares. All community partners will participate in project revenues in proportion to their equity shares.	Not Designated - Team has proposed a community share equal to 10% of total NCF and sydication, refinancing, or sales proceeds to which the team is entitled. The community partner would not be required to make a cash contribution; and would have narrowly prescribed rights and functions. This figure is based on a 30% share for Interlink.
Record of Service	The Crispus Attucks Center has provided childcare services to Roxbury, Dorchester, Mattapan for 16 years. Other proposed community partners have strong records of service.	CCBA has 90 years of community service, including civic, social, and business activities.	N/A

DEVELOPMENT CAPACITY

	BDC	CPA	INTERLINK
Development Experience	Partners have developed 6 million square feet, including 1.2 million square feet office space. Housing development underway is worth $100 million. 3 Partners are full-time developers: Gutierrez, Juan Cofield, R. Hill.	7 principals are principals in real estate development companies. 5 Partners have developed over 2 million square feet of office/retail space, and 4 million square feet of residential space.	3 principals are full-time developers. H. Russell has developed projects ranging between $3 million and $110 million.
Major Commercial Projects	Office development for Wang, Digital, Honeywell, Mobil, New England Telephone, New York Life Insurance.	Preservation Park (Oakland); North LaSalle Development (Chicago); $450 million mixed-use development in Los Angeles.	City Beverage Company and Mack Medical Building in Atlanta (H. Russell).
Major Residential Projects	Underway - $12 million project in Haverhill; $15 million project in Shrewsbury; $30 million project in New Hampshire.	Principals have participated in Columbia Point, Veredean Gardens Cass House/Roxbury Hills.	Puddingstone Estates by Mattapan Enterprises. H. Russell has completed Maggie Russell Tower in Atlanta, and other major residential projects.
Other	Malmart Mortgage Co. has completed a single transaction of $110 million; J. Humber has participated in bond financings of $1 billion.	Architects have experience in One Financial Place, World Trade Center, 125 High Street, Exchange Place, Four Seasons Hotel/ Condominium, Marketplace Center.	

DEVELOPMENT CAPACITY

Development Related Experience	BDC	CPA	INTERLINK
Law	None	BWR Realty Assoc., Wm. Chin, and Telemat provide legal services to real estate clients.	None indicated.
Finance	James Cofield, J. Humber, Hwachii Lien are executive officers of Malmart Mortgage Co., Merrill Lynch, Liberty Bank and Trust, respectively.	Boston Bank of Commerce and UNC ventures are partners on the team.	None indicated.
Engineering	Chuang, Royster, Kam, Gutierrez, and Chou have mechanical, civil, electrical experience.	S. Chen, L. Jung, D. Woo are engineers.	D. Blackman has 19 years engineering experience on projects with costs up to $35 million.
Architecture	Patterson was resident architect for Copley Place, Lahey Clinic, Shawmut Bank Headquarters.	Hsuing, Jung, Lee, and Tso are licensed architects.	None indicated.
Construction	Gutierrez and Hill each own construction firms.	Long Bay Management Co.; Cruz Construction Development Corp.; S. Chen; Wilson Wong are general contractors.	H. Russell has 40 years experience in construction.
Other	Hill is a licensed real estate broker and property manager. P. James owns an electrical construction company.	P. Chan and J. Chen are certified property managers; L. Chen and L. Yuen are accountants.	Mattapan Enterprises is a property rental, sales, and management firm and development agency. C. Grimes has experience managing a multi-million business.

FINANCIAL CAPACITY

CRITERIA	BDC	CPA	INTERLINK
Projected TDC	$199 million to $340 million	$283 million	$360 million
30% Required Equity Minority Participation	$60 million to $102 million	$85 million	$108 million
Debt to Equity Ratio Assumed	4:1 overall	4:1	5:1
Equity Contributed to Date	Cash: $20,250 Stock (unreserved): $4,300,000	Cash: $2.5 million	Cash: $15,170 Stock: $284,830
Increased Equity Strategies	Two tiered public offering; an advance solicitation to Roxbury and Chinatown communities; second offering to general public.	Solicitation of Class D and C shareholders.	Initial capital contributions.
Evidence of Equity	Financial statements submitted for each principal. Reviewed by CPA, but no audit or financial review undertaken; declined to certify balance.	Financial statements submitted for each principal. Reviewed by CPA, but no audit or financial review undertaken; declined to certify balance.	Financial statements submitted for each principal. Reviewed by CPA, but no audit or financial review undertaken; declined to certify balance.
Aggregate Net Worth	Staff estimate: $50 million.	$50 million	$30 million
Evidence of Lender Interest	Shawmut Bank: $1.2 million	UNC Venture, Corporate Public Involvement Office, Independence Bank of Chicago, Cadillac Fairview, Fifield Corporation of Chicago, Ryan Elliot, Inc., Juniper Realty of Chicago, Metropolitan Structures of Chicago, 125 Summer Street Joint Venture, Trammel Crow and Schochet Associates.	N/A
History of Relationship with Lenders	Merrill Lynch, Malmart, Liberty Bank	UNC Ventures, Boston Bank of Commerce.	N/A
Other Sources of Financing	None submitted.	Team assumed that writedown of land costs, capitalization of developers' fee and direct contributions from the developers are available as additional sources of funding. An additional $1 million has been committed by each of the financing institutions.	None submitted.

COMMUNITY BENEFITS - FUNDING COMMUNITY DEVELOPMENT

CRITERIA	BDC	CPA	INTERLINK
Sources of Financing	The Boston Community Trust Fund would be capitalized through a grant of 10% of the project's upfront and long term profits. Initial profits from the sale of housing would also be used.	The Community Development Fund would be capitalized in phases from: advances on linkage payments; a portion of developers' fee; and 5% of the project's net operating income.	The Interlink Foundation would be endowed initially with $10 million from project proceeds; additional grants and contributions from other parcel to parcel linkage projects.
Timing	Upfront and long term funding would be provided.	Since fund is capitalized primarily through project proceeds benefits will occur later in process.	Upfront contributions from collaborating developer; syndication; and later funding from project proceeds.
Programs	Minority Business Development; housing; employment and employment training; childcare and childcare provider training programs; relocation of the South Cove YMCA; drug education neighborhood beautification and youth achievement programs.	Landbanking; equity downpayments for homebuyers; bonding assistance for MBE contractors; Venture Capital funds for MBE start-ups; and financing leasehold improvements for MBE retail and commercial tenants.	Housing; employment; childcare; education, drug abuse programs; incubator project and one stop assistance program from MBEs.
Management Structure	The Trust Fund would be governed by a 10 person board with two members selected by the Mayor, one each by the community review groups, and six by the development team.	The Fund would be established as a Trust administered by a trustee designated by an advisory management committee. The advisory committee would consist of members appointed by the BRA, the Task Force, the Neighborhood Council, RBA and CILP.	The Foundation would be governed by a nine person Board of Directors, with appointments by the BRA, Roxbury and Chinatown groups, Interlink Development, business, academic and financial communities.
Operation	The Fund would solicit proposals from community groups.	The advisory committee would approve all projects.	Three options: (1) the Foundation would distribute the equity; (2) the Community Partner would use its equity to fund its programs; (3) the Foundation and Community Partner would share the community equity and provide varied benefits.

COMMUNITY BENEFITS - HOUSING

CRITERIA	BDC	CPA	INTERLINK
# of Units	150	300 rehab: 200	Chinatown: 250 Roxbury: 150-200
# Affordable	30	400	Chinatown: 250
Type	rental, equity	rental, equity	Mixed income; rental or equity not specified.
Cost Per Unit	low, low and moderate income; figures not specified	low income: $86,000 moderate income: $110,000 rental cost not specified	N/A
Location	Parcel 18: on-site Chinatown: off-site	Parcel 18: on-site Kingston-Bedford: on- and off-site	Team indicated consultant would determine scattered sites. Parcel R3-R3A in Chinatown proposed.
Amount of Linkage; Use of Linkage	N/A. Staff estimate: Kingston/Bedford: $4 million Parcel 18: $3 million Use: Housing Creation	$1 million proposed in "advance linkage." Development program would generate $1 million. Use: Housing Creation; land-banking	Kingston-Bedford: $2.9-$3.9 million Parcel 18: $3.1-$4.4 million Use: Housing Creation
Reflects Linkage Law	YES	YES - Landbanking Proposal would need Neighborhood Housing Trust approval.	YES
When paid	Upfront	Upfront	Upfront
Other Financing Sources	Boston Community Trust Fund: 10% of profits to finance housing production. Sharp; UDAG; HODAG; 121A Tax agreements; tax exempt bond financing; municipal government bond financing.	Developers' fee: 10%; Net operating income: 5%; Kingston-Bedford refinancing proceeds: 10% Sharp; Chapter 707; HOP; MHFA tax exempt bonds.	Community Housing Fund created for small affordable housing projects. Federal, state and local sources not identified. Low income tax credits and BRA donation of housing sites proposed.
Other Strategies	Proposed: Home purchasing program; homeownership counselling program; housing referal center; rent subsidies; Roxse Homes improvements and ongoing homeownership education.	Proposed: A joint community venture to establish a prefabricated housing manufacturing facility; low interest loan financing of rehabilitation of 200 housing units; interest free downpayment loans for first time homebuyers.	Proposed: Hiring of consultant to locate and secure funding for affordable housing; Enterprise foundation programs to be explored.

COMMUNITY BENEFITS - EMPLOYMENT AND TRAINING

CRITERIA	BDC	CPA	INTERLINK
Tenants	Parcel 18: Malmart Headquarters (committed). Unspecified corporation - 500,000 sq.ft. Boston Realty Branch	Proposed: insurance company; high-tech company; hotel chain; supermarket; bank; department store; bio research.	None submitted.
# of Jobs	Permanent: 7,500 Construction: 3,946	Permanent: 1,760 Construction: 1,945	None submitted.
Residents Jobs Policy	The team indicated that it will exceed requirements for non-white hiring; permanent or construction was not specified.	The team proposes to comply.	None submitted.
Strategies	A Minority and Job Training Foundation, a full equity partner, will be created. OIC coordination for jobs training; Engligh language training; below market commercial space set asides at both parcels for local businesses.	Contracting of local firm for employment program; Commission needs assessment for vocational skills; provision of specialized vocational and educational training for local residents.	Collaborative effort by Northeastern and Boston schools of Creation of Urban Academy to increase non-white recruitment at local universities. Job coordinator to monitor program and open job office.
Amount of Linkage	$1.4 million	$1.2 million	Not submitted. Staff estimate: Parcel 18: $625,000-$875,000 Kingston/Bedford: $590,000-$740,000
Use of Linkage	OIC coordination for job training; CEDC and Quincy Community School for English language training; MBTRC and Human Resource Development Partnership Coordination to expand Roxbury training and employment programs.	Employment training; subidize cost of child care.	Urban Academy would rely on resources of Northeastern University.
Sources of Financing	Linkage; 10% of profits; community trust fund.	Linkage; community development fund; % of developers' fee.	Interlink will sponsor employment and training program.
Kinds of Jobs	Parcel 18: 40% - professional, managerial; 60% - support services, maintenance. Projections for Kingston/Bedford were not provided.	Not specified.	Not specified.
English Language Training	YES	YES	No details provided.

COMMUNITY BENEFITS - CHILDCARE FACILITIES

CRITERIA	BDC	CPA	INTERLINK
Location	Parcel 18: on-site; street level facility with outdoor play area. Kingston/Bedford: on-site; street level facility with outdoor play area.	Parcel 18: on-site Kingston/Bedford: on-site	Parcel 18: not specified Kingston/Bedford: rooftop facility; Home based care and employer sponsored facilities also proposed.
Size	Each facility is proposed to service 250 children.	Each facility is proposed to service 200 children.	Not specified.
Management	Roxbury: Crispus Attucks Chinatown: Acorn Day Care (proposed)	Childcare overseer will be hired.	Northeastern students.
Users	Children of tenants and community residents.	Children of tenants and community residents.	Community residents.
Affordability	Tution subsidy from Crispus Attucks Fund equity share and financial assistance for Chinatown facility.	Subsidized through jobs linkage and assistance programs.	Not specified.

COMMUNITY BENEFITS - MINORITY BUSINESS PARTICIPATION (MBE)

CRITERIA	BDC	CPA	INTERLINK
Goal	50%	30%	30%
Strategies	Creation of Minority Business Foundation; Revolving Loan Guarantee; Equity Guarantee Funds, coordination with CAB to ensure participation of non-white contractors.	Create debt and equity financing opportunities; provide preferential leasing terms; utilize MBE goods and services; provide outreach and training; operate multi-lingually	Provide Incubator space for MBES; technical assistance stop for MBEs; establish assistance referal office.
Record on Past Projects	No documentation provided.	Detailed record provided.	Mattapan Enterprises have awarded 70% of its operating budget to MBEs. Malco Trans was established with Grimes Oil Co. for contracting with minority oil distributors. Partial list of MBEs was provided.
Leasing Opportunities	No details specified.	Preferential rates and terms available; no details specified.	Incubator project would provide leasing opportunities.
MBE Partners	No documentation provided.	Letters from SOMBA indicate a number of partners are certified. Included are: Boston Bank of Commerce, Budd Wiley and Richlin, Cruz Construction, TSO Associates, and Guscott Associates.	Principal are MBE's yet no documentation was provided.
MBE Consultants	List provided.	Not specified.	List provided.
Scources of Financing	Minority Business Foundation; project revenues; linkage.	MBE Development Program; community development fund; % of Net Operating Income; % of Developers' Fee.	Interlink Foundation
Long Term Program	Business Development	Formualtion of a comprehensive business development program for Boston.	Development of a program that can complement resources available through State Office of Minority Business.

COMMUNITY BENEFITS - URBAN DESIGN

CRITERIA	BDC	CPA	INTERLINK
Proposed Program	Kingston-Bedford: 500,000-1 million gsf; office space; 500-600 car garage; 490' height.	Kingston-Bedford: 2-phase, mixed-use project with hotel, office, residential, retail (approximately 850,000 gsf) and a 700 car garage.	Kingston-Bedford: 500,000-700,000 gsf; primarily office space; potential for hotel, retail, and daycare.
	Parcel 18: 700,000-1.2 million gsf; residential; 100,000 s.f. retail; performance arts center; childcare facility; 500-600 car garage.	Parcel 18: 4-phase; retail, office, 150 units of housing (approixmately 450,000 gsf) and a 500 car garage.	Parcel 18: 625,000-875,000 gsf of office; housing; retail and community space.

COMMUNITY BENEFITS - COMMUNITY PROCESS

CRITERIA	BDC	CPA	INTERLINK
Project Inclusiveness of Equity Participation	The team will create two foundations; has brought in Crispus Attucks Fund as an equity partner; will include community development and service corporations; and intends to make a public offering of limited partnership interest.	All programs must be implemented through community organizations. Community partners can participate through Class B and C shares.	Interlink would pledge equity to the Foundation for distribution to the communities; community partner would get community equity portion to use for program funding; Foundation and community partner share equity and provide varied benefits.
Decision Making and Management	The equity partners will have full voting rights.	By voting for Board of Directors of RBA and/or CILP and for members of fund management committee as dictated by their rights as shareholders.	The community partner may advise and vote on proposed sale of refinancing; powers to be commensurate with its limited liability.
Selection of Partner	The team would develop criteria, select bidders and solicit and evaluate proposals. Selection committee would include BRA and community.	The team would develop criteria, select bidders and solicit and evaluate proposals. Selection committee would include BRA and community.	The community partner would vote on amendments to partnership agreement and on changes in general partners.
Project Decision Making	The full equity partners would participate in all decision making.	Community equity partners and the advisory management committee, constructed of community residents, will approve all projects.	Community partner would have input commensurate with its limited liability partnership interest.
Control of Funding Mechanism	The community trust fund would be in control by the team who will choose 60% of the Board members. 20% will be chosen by the community.	Advisory management committee would approval all funds.	The community partner would control the equity if selected to Board. The joint Foundation/ Partner option would give control to the community.
Evidence of Community Support	19 letters of support have been submitted to the BRA.	49 letters of support have been submitted to the BRA.	None submitted.
Other	A community coordinator with a storefront office on both side will be hired.		A community coordinater will be hired.

JUNE 25, 1987

(Taken Under Advisement
June 18, 1987)

MEMORANDUM

TO: THE BOSTON REDEVELOPMENT AUTHORITY BOARD

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: FINAL RECOMMENDATION FOR PARCEL TO PARCEL LINKAGE, PROJECT 1

I. Overview and Recommendation

On July 31, 1985, Mayor Raymond L. Flynn and Governor Michael Dukakis committed their administrations to fostering new and real economic opportunity for the minority communities of Boston. The historic agreement reached nearly two years ago began the Parcel to Parcel Linkage program and initiated a process to determine the appropriate scale of development for the downtown and neighborhood sites and the best qualified team to carry out the program.

On June 4, 1987, the Boston Redevelopment Authority's Board heard presentations from the final three teams seeking to be designated as the winner of the RFQ phase. Following the presentations, the Board passed a motion which asked the Director to review the record and the presentations made to the Board and to make a final recommendation on the designation. Before carrying out the assignment, I have reviewed the following materials.

- o The Boston Redevelopment Authority preliminary staff recommendation;
- o Recommendation of the Parcel 18+ Task Force;
- o Recommendation of the Chinatown/South Cove Neighborhood Council;
- o Public comment and letters received to date, and during the public comment period; which expired noon, Friday, June 12, 1987;
- o The submissions by the three finalists -- Boston Development Collaborative; Columbia Plaza Associates, and Interlink Development Group; and
- o Responses made by the teams to inquiries by the Board, which were received on Friday, June 12, 1987.

Based upon the review of the record outlined above, I recommend that the Boston Redevelopment Authority Board designate Columbia Plaza Associates as the winner of the Request for Qualifications phase of the Parcel to Parcel Linkage Project I Competition. Further to carry out this recommendation, the Board should adopt the Resolution which accompanies this memorandum.

II. Review and Recommendation Process

The Request for Qualifications set forth criteria to be applied in evaluating the submissions. These criteria, developed collaboratively by the state, city, and community review groups, are:

- o Team Composition. The extent to which teams draw from the Asian, Black, Hispanic, Native American, and other non-white communities of Roxbury and Chinatown.

- o Capacity. The demonstrated capacity to participate in projects of the magnitude contemplated for the Kingston-Bedford/Essex and Parcel 18 sites.

- o Financial Commitment. The extent to which teams command the financial resources to maintain a minimum 30 percent ownership position in the projects.

- o Program Goals. The breadth and creativity employed in responding to the values and needs of the impacted communities, and particularly the extent to which the teams meet the program objectives regarding minority equity, employment and employment training, affordable housing, urban design, community development funding, community participation, and other public benefits.

The submissions of each of the three finalist teams were sound responses to the RFQ criteria. An open, comprehensive, and deliberative review process resulted in the independent recommendations of the Chinatown/South Cove Neighborhood Council; the Parcel 18+ Task Force; and the BRA staff. These recommendations emerged after over five months of review and analysis, including four opportunities for the teams to make public presentations on their proposals, three requests for clarifying information, and numerous open community meetings.

The staff's recommendation to grant minority developer tentative designation to CPA as the RFQ winner is based on careful consideration of all analyses and recommendations submitted to the BRA. I call to the Board's attention two aspects of the record, which I believe along with other factors, clearly distinguish Columbia Plaza Associates as the team best suited to carry out the project.

- o Real Estate Development Experiences

This project presents a great opportunity and a great challenge to the minority community of Boston. To be successful, it is important that the designated team have the best available experience in development. While I believe that the final three teams have substantial development capacity, on this critical variable, Columbia Plaza Associates has gathered more skill and possesses more expertise than the other two finalists.

For example, principals from the Columbia Plaza Associates team developed over 50 projects worth $725 million, including 2 million square feet of commercial space; designed over 200 projects; developed over 5,000 residential units; and managed 3,000 residential units which are located primarily in Roxbury and Chinatown.

Finally, Columbia Plaza Associates has brought together a team whose experience covers all of the critical aspects of complex development -- design, development, management, general contracting, and leasing. In short, although the competition produced three strong teams, Columbia Plaza Associates has the strongest team to carry out a complex real estate development. This fact gives the public sector the reasonable certainty that this complex project can be carried out successfully.

o Record of Minority Business Development

A major objective of the Parcel to Parcel Linkage program is to provide opportunities for minority businesses to participate in the wide range of economic opportunities that arise from major development projects, including architecture, legal services, engineering, accounting, construction, and personnel and hiring, to name a few. While each of the teams represent a formidable record of minority participation in development, and have MBE construction firms as partners, the MBE's affiliated with Columbia Plaza Associates have the strongest record of minority business development in Roxbury and Chinatown.

The principals of CPA include the president of New England's only black-owned commercial bank; an experienced minority-owned construction firm whose owner is president of one of the nation's oldest minority contractors associations; one of New England's largest minority-owned law firms; and the nation's largest minority-owned venture capital firm. The team's commitment to minority business development is also evidenced by the civic activities of the principals.

Columbia Plaza Associates submitted the most detailed program to ensure 30 percent MBE participation. The team's focus on business development and the creation of entrepreneurial opportunities is supported by a proposal to formulate a comprehensive business development program for Boston; this goes beyond the requirements of the program.

To a significant extent, the credibility of the process depends on whether the project engenders enterprise opportunitiees for minority businesses not included in the designated team. Columbia Plaza Associates has, in our judgment, the best record in this area, and on that basis, we believe they would have the best performance.

Another set of issues that are critical to the success of the project relate to the community process, the community benefits and the degree to which individual or elements of the non-designated teams can participate. In our judgment these issues are best addressed by the adoption of the "Challenge Track" approach to the program. This is discussed below.

III. Challenge Track

I am recommending that, along with designating Columbia Plaza Associates as the RFQ winner and granting Columbia Plaza Associates a minority developer tentative designation, the Board adopt the Challenge Track approach to the developer selection process. Under the initially proposed process, the minority team selected winner of the RFQ would be the

designated minority partner with a minimum 30 percent ownership in the projects; and a Request for Proposals (RFP) would then be issued to select the majority partner. The essence of the Challenge Track alternative is that the RFQ winner would be given the opportunity to be granted a full tentative designation for the combined projects if, and only if, certain agreed upon criteria were met. These criteria, subject to review by the state, city, and community review groups, include:

- Expanding minority and community participation in the venture;
- Developing a detailed and comprehensive community benefits plan;
- Developing a feasible housing creation and production plan;
- Submitting a development plan for each site that is sensitive to the neighborhoods and complies with state and city regulations; and
- Reaching an agreement with private investors that promotes community ownership.

The important advantages of the Challenge Track alternative are the potential to increase the amount of community benefits while maintaining appropriately scaled development; and providing an opportunity for members of other teams participating in the RFQ process to become involved in the combined projects.

The Parcel 18+ Task Force and Chinatown/South Cove Neighborhood Council would play a strong role in developing criteria for community benefits and community participation under the Challenge Track process. Both organizations have endorsed this approach, and have begun to work collaboratively to structure a process for negotiations with the developers.

IV. Recommended Next Steps

In addition to designating CPA as the RFQ winner, and granting minority developer tentative designation status to the team; and adopting the Challenge Track selection process, the following steps are recommended to ensure maximum community benefits, to facilitate the development of appropriately scaled buildings on both sites, and to provide additional development opportunities through the Parcel to Parcel Linkage Program.

- Develop an Affordable Housing Plan for Roxbury. A plan is needed to develop more affordable housing in Roxbury in anticipation of commercial development on Parcel 18. Affordable housing should be available for occupancy before the new jobs are created at the Parcel 18 development. This housing will also help to mitigate and prevent displacement resulting from development pressures on existing affordable housing. All housing development plans should be consistent with the Roxbury IPOD and reviewed by the Neighborhood Council. BRA and other public projects in the area should be evaluated for inclusion in this plan. Attention should be given to how Parcel 18 linkage can support this initiative. Priority should be given to CDCs and MBEs in this initiative.

- o Develop a Housing Plan for Chinatown. Chinatown continues to suffer from a dearth of new housing creation in the face of increasing demand. From 1980 to 1985, only 39 new and 31 renovated units were added in Chinatown, while the population over that time nearly doubled. A comprehensive plan to redress this issue is needed. I am recommending that publicly-owned land in Chinatown be targeted for housing, and that a housing plan be developed in concert with a master plan for Chinatown, under the leadership of the Neighborhood Council.

- o Accelerate the Completion of the Environmental Review Process. The environmental review process has been critical to ensuring that the projects on both the downtown and neighborhood sites, promote the quality of life in Roxbury and Chinatown, and are welcomed additions to those communities. The community groups have played a key role throughout this review by helping to establish the scope for the Draft Environmental Impact Report (DEIR). Scoping Sessions were held in each community last summer, followed by a comment period. The environmental review process has been thorough and inclusive. Swift closure of this process is recommended, since unnecessary delays will impose burdens on the projects and lead to concerns in the communities.

- o Complete Plans for Job Training and Related Services. For the Parcel to Parcel Linkage project to work as it is intended, it is necessary that the extensive work done by the Parcel 18+ Task Force and the Chinatown/South Cove Neighborhood Council on employment training, child care and other issues be brought to resolution, and appropriate policies adopted. Job training initiatives with the Mayor's Office of Jobs and Community Services should begin well before construction starts on Parcel 18. To achieve this, planning for service programs must begin in earnest this summer.

- o Expand the Parcel to Parcel Linkage Program. The quality and intensity of developers' and investors' responses to the first Parcel to Parcel Linkage project has been outstanding. The capacity and interest of many teams presents an opportunity to achieve the objectives of the program on a broader scale than originally imagined. This public, private, and community momentum should not be overlooked. I am recommending that city and state officials examine carefully the inventory of publicly-owned parcels to determine which other sites could be added to expand the program.

V. Conclusion

Tremendous progress toward achieving the goals of the Parcel to Parcel Linkage program has been made through the combined efforts of the city, the state, and the communities of Roxbury and Chinatown. The success of this historic initiative rests with the continued commitment of these participants, and the selection of the development team best suited to carry out this complex program. The recommendations set forth in this memorandum will, in our judgment, promote the successful completion of this project, and ensure the maximum benefits to the residents of Roxbury, Chinatown, and all of Boston.

An appropriate Resolution follows.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
REGARDING THE TENTATIVE DESIGNATION
OF A MINORITY PARTNER FOR THE
PARCEL TO PARCEL LINKAGE PROGRAM, PROJECT 1,
KINGSTON-BEDFORD/PARCEL 18

WHEREAS, by Resolution of the Authority entitled "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot, and Parcel 18", adopted September 25, 1986, the Authority found that minorities in Boston have been underrepresented in the private development economy and that an affirmative action remedy was appropriate and proper; and further the Authority adopted the Parcel to Parcel Linkage Program, Project 1, for the disposition of certain parcels of land and instituted a process to ensure minority equity participation in Project 1.

WHEREAS, the Parcel to Parcel Linkage Program including said findings of minority underrepresentation was adopted by the City of Boston Real Property Board on October 8, 1986, by the City of Boston Public Facilities Commission, acting pursuant to a delegation from the Real Property Board, on October 9, 1986, and by the Massachusetts Bay Transportation Authority on October 15, 1986.

WHEREAS, the aforementioned Resolution authorized the issuance of a Request for Qualifications for the Parcel to Parcel Linkage Program, Project 1, with said Request for Qualifications being issued on November 7, 1986.

WHEREAS, an exhaustive review process was conducted to ascertain the most qualified respondent to the Request for Qualifications; such process including numerous and lengthy community review and participation, staff analysis, and presentations to the Board of the Authority.

WHEREAS, the Authority staff recommendation is for the Authority to recommend to the relevant city and state agencies that as a result of the Request for Qualifications competition, the minority developer tentative designation be granted to Columbia Plaza Associates, such recommendations being supported by the Parcel 18+ Task Force and numerous letters in the records of the Authority.

WHEREAS, the Authority finds that to achieve the goals and objectives of the Parcel to Parcel Linkage Program, Project 1, it is desirable to strengthen the development capacity and financial resources of the minority tentative designee, and that given current and anticipated market conditions and the pressing need for community benefits such as affordable housing and jobs, the goals and objectives of the Parcel to Parcel Linkage Program would best be served if said Project proceeded as expeditiously as possible.

WHEREAS, Raymond L. Flynn, Mayor of Boston, has recommended that in order to achieve the goals and objectives of the Parcel to Parcel Linkage Program, the so-called "Challenge Track" procedure be adopted, allowing the minority developer tentative designee the option to proceed expeditiously to full tentative designation without the issuance of a Request for Proposals by returning to the Authority within one hundred and twenty (120) days with a demonstration that the following criteria have been satisfied:

- Expansion of the minority and community economic participation in their venture; emphasis should be given to building strength from other teams.
- Development of a comprehensive community benefits program that would outline in detail how this project and its linkage would produce jobs, housing, child care, and other necessary community services.
- The development of a feasible housing creation and production plan; emphasis should be given to home-ownership opportunities in both communities.
- Submission of a development plan that is sensitive to both the Chinatown and Roxbury communities and consistent with state and city development regulations.
- Reaching agreement with private investors to guarantee development of this project in a way that vests controlling interest with community partners.

THEREFORE, be it resolved that the Authority hereby recommends to the City of Boston Real Property Board, the City of Boston Public Facilities Commission, and the Massachusetts Bay Transportation Authority that Columbia Plaza Associates be declared the winner of the Request for Qualifications competition and that Columbia Plaza Associates be selected as the minority developer partner in the Parcel to Parcel Linkage Program, Project 1.

THEREFORE, be it resolved that the Authority, as development agent to the city and state and thereby as a recommending body, amends its aforementioned Resolution of September, 25, 1986, by adopting the Challenge Track procedure to allow increased flexibility for the minority developer tentative designee, Columbia Plaza Associates, in achieving and accomplishing the goals and objectives of the Parcel to Parcel Linkage Program as set forth in the aforementioned Resolution of September 25, 1986, and in the report entitled "Parcel to Parcel Linkage Program: Kingston-Bedford/Parcel 18", as such was amended by the aforementioned Request for Qualifications issued on November 7, 1986.

THEREFORE, be it resolved that Columbia Plaza Associates, as the minority developer tentative designee, may request within one hundred and twenty (120) days that the Authority consider recommending to the appropriate agencies the granting of full tentative designation for a development team consisting of a partnership between Columbia Plaza Associates and other parties, if such partnership demonstrates that it has satisfied the Challenge

Track criteria, as set forth above, and the Parcel to Parcel Linkage Program's goals and objectives, as such have been amended by the aforementioned Request for Qualifications and have been adopted by the Authority's Resolution of September 25, 1986.

DATE: June 25, 1987

Respectfully submitted,

Stephen Coyle, Director

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. June 25, 1987 Boston

Then personally appeared before me the above-named Stephen Coyle, Director of the Boston Redevelopment Authority, who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Notary Public

My Commission expires December 12, 1990.

MEMORANDUM October 8, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY BOARD AND STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT

RE: CHALLENGE TRACK GUIDELINES FOR THE PARCEL 18/KINGSTON-BEDFORD PROJECT

SUMMARY: This memorandum requests authorization to begin the Challenge Track process with the issuance of the Challenge Track Guidelines to the Columbia Plaza Associates. With this action, the 120 day period begins for satisfaction of the Challenge Track criteria.

On June 25, 1987, the Authority voted as part of a "Resolution of the Boston Redevelopment Authority Regarding the Tentative Designation of a Minority Partner for the Parcel to Parcel Linkage Program" to adopt the Challenge track process as a vehicle for achieving the goals and objectives of the Parcel to Parcel Linkage Program. Since June 25, staff have been working with the Parcel 18+ Task Force and the Chinatown/South Cove Neighborhood Council to develop a set of guidelines for the Challenge Track process. In particular, the Challenge Track document outlines how the developers will met the following criteria within 120 days of receipt of the guidelines:

1. Expansion of the minority and community participation in the venture;

2. Development of a detailed and comprehensive community benefits plan;

3. Develop a feasible housing creation and production plan;

4. Submit a development plan for each site that is sensitive to the neighborhoods and complies with state and city regulations; and

5. Reach an agreement with private investors that promotes community ownership.

Attached is a copy of the Challenge Track document in substantially the form that will be presented to Columbia Plaza Associates. It is recommended that the Authority authorize the Director to present the completed document to Columbia Plaza

Associates in order to commence the 120 day period for satisfaction of the criteria.

An appropriate vote follows:

VOTED: That the Director be and hereby is authorized to present to Columbia Plaza Associates the Challenge Track guidelines in substantially the form attached, and to commence the 120 day Challenge Track process.

BOARD APPROVED

M E M O R A N D U M

MARCH 10, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO MILLETT, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD PLANNING AND DEVELOPMENT

SUBJECT: RECOMMENDING TO THE CITY OF BOSTON AND THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY THE TENTATIVE DESIGNATION OF COLUMBIA PLAZA ASSOCIATES AND METROPOLITAN STRUCTURES IN A JOINT VENTURE PARTNERSHIP TO DEVELOP KINGSTON-BEDFORD AND PARCEL 18 SITES

SUMMARY: Columbia Plaza Associates has responded to the Challenge Track criteria issued in October 1987 and is proposing a joint venture partnership with Metropolitan Structures. The Board is requested to recommend to the City of Boston the tentative designation of the joint venture partnership to develop the Kingston-Bedford site and to recommend to the Massachusetts Bay Transportation Authority the tentative designation of the joint venture partnership to develop Southwest Corridor Parcel 18. Final designation would be subject to terms and conditions outlined in the Resolution.

OVERVIEW

On July 31, 1985 Mayor Raymond L. Flynn and Governor Michael Dukakis and members of the Parcel 18+ Task Force entered into an agreement to link the development rights for Southwest Corridor Parcel 18 to those of a significant downtown parcel. The City and State promoted the cooperative enterprise in order to foster new economic opportunities for the minority communities of Boston.

On September 25, 1986 and after substantial public input, the Boston Redevelopment Authority voted to adopt a resolution governing the disposition of the Kingston-Bedford and Parcel 18 sites and authorized the Director to issue a Request for Qualifications to minority teams. The BRA vote was complemented by resolutions by the City of Boston Real Property Board, the City of Boston Public Facilities Commission, and the Massachusetts Bay Transportation Authority (MBTA).

On June 4, 1987 the Boston Redevelopment Authority heard presentations by the competing minority teams and on June 18, 1987 the Authority adopted a resolution to recommend to the City and MBTA that Columbia Plaza Associates (CPA) be declared the winner of the Request for Qualifications competition and that

BOARD APPROVED

CPA be selected as the minority development partner. Through the resolution the Authority also adopted the Challenge Track procedure. In accordance with that procedure, CPA could request within 120 days after the Challenge Track procedure was adopted by the appropriate City and State entities that the Authority consider recommending that CPA and other parties be granted tentative designation . Recommendation for tentative designation was conditioned on the satisfactory fulfillment of the Challenge Track criteria and conformance with the goals of the Parcel to Parcel Linkage Program.

The Authority's resolution was subsequently adopted by the City of Boston Real Property Board, the City of Boston Public Facilities Commission, and the MBTA.

CPA set about responding to the Challenge Track criteria which required:

- Expansion of the minority and community participation in the venture;
- Development of a detailed and comprehensive community benefits plan;
- Development of a feasible housing creation and production plan;
- Submission of a development plan for each site that is sensitive to the neighborhoods and complies with city and state regulations; and
- To the maximum extent feasible, the team should negotiate a financing plan with private investors that assures that the projects will be built; assures the financial viability of the projects; and vests management control with the community partners.

A participatory process ensued in which CPA met regulary with the Advisory Parcel comprised of representatives from the Chinatown/South Cove Neighborhood Council, the Parcel 18+ Task Force, the City of Boston Real Property Department, the Mayor's Office of Jobs and Community Services, the MBTA, and the BRA. In addition, CPA met with sub-committees on affordable housing and employment benefits.

In conjunction with the BRA, CPA conducted a competitive process to select a development partner.

DEVELOPMENT PARTNER SELECTION PROCESS

Columbia Plaza Associates elected to expand its team and enhance its development capabilities by including an established development company as a partner. CPA invited proposals from major developers, asking teams to submit qualifications, a partnership proposal to include the proposed financial and management structure for the joint venture, a development program and project pro formas, and a plan for community benefits.

To attract capable development teams, the BRA advertised the joint venture opportunity nationally and locally. Responses were initially due by November 23, 1987, but the deadline was extended to December 21, 1987 to allow sufficient time for responses to the complex criteria.

Four developers responded, including Metropolitan Structures, Prentiss Properties Limited, Inc., Trammell Crow Company, and Urban Investment and Development Company.

Because some of the proposals were incomplete, on January 5, 1988 each team was notified by the BRA and CPA of the opportunity to provide additional information by January 11, 1988. The BRA and CPA also outlined the selection process in a letter to each team.

Prentiss Properties Limited, Inc. withdrew from the competition, and between January 12 and 20 the remaining competitors were interviewed at joint meetings of the BRA and CPA. On January 21 the competitors were interviewed by the Advisory Panel which includes representatives of the Chinatown/South Cove Neighborhood Council, the Parcel 18+ Task Force, the Massachusetts Bay Transit Authority, the Governor's Office of Economic Development, the City of Boston's Real Property Department, the Mayor's Office of Jobs and Community Services, and the BRA.

A group then travelled to visit the corporate headquarters and projects of each team. Representatives of the two community groups, the Governor's Office of Economic Development, the BRA, and CPA visited Trammell Crow Company in Washington, D.C. and Dallas, Metropolitan Structures in Chicago and Los Angeles, and Urban Investment and Development Company in Chicago and Boston. (A report of the trip is attached.)

On February 6 each team made a presentation to the Chinatown and Roxbury communities in City Council Chambers. Public comments were invited, to be submitted to the BRA by February 16. CPA met with the South Cove/Chinatown Neighborhood Council and the Parcel 18+ Task Force prior to selecting its partner. CPA received the support of both groups who felt that they would work with the developer of CPA's choice.

On February 6 each team made a presentation to the Chinatown and Roxbury communities in City Council Chambers. Public comments were invited, to be submitted to the BRA by February 16. CPA met with the South Cove/Chinatown Neighborhood Council and the Parcel 18+ Task Force prior to selecting its partner. CPA received the support of both groups who felt that they would work with the developer of CPA's choice.

On February 24 CPA met again with the Advisory Panel to announce its selection of Metropolitan Structures. There was a consensus among Advisory Panel members to support CPA's selection. Metropolitan Structures, based in Chicago, is one of the country's largest real estate developers with projects in Chicago, Los Angeles, and Dallas. Metropolitan Life Insurance Company is a 50 percent partner in Metropolitan Structures.

CHALLENGE TRACK RESPONSE

CPA responded to the Challenge Track criteria with the attached proposal, which may be summarized as follows:

Team Expansion:

CPA has selected Metropolitan Structures as a 50/50 joint venture partner. This enhances CPA's position beyond the one-third share which was a minimum requirement. Ruggles Bedford Associates, a partner in Columbia Plaza Associates, will offer Class B shares to members of minority teams who competed with CPA to develop the projects and, if such offering is not fully subscribed by members of those groups, then to other community residents. RBA will also give four community development corporations in Roxbury an opportunity to purchase shares of voting common stock. This approach will increase community participation in the joint venture beyond the Class C shares which Chinese Investment Limited Partnership, partner in CPA, made available to the Chinese Consolidated Benevolent Association.

Community Benefits:

The joint venture proposes to contribute 10 percent of the developer's fee, 5 percent of the net operating income, and 10 percent of the net residuals to a community development trust fund to benefit Chinatown and Roxbury.

Employment and Training:

The joint venture will work with the City and impacted communities to exceed the existing minority hiring goals. The partnership commits to elect the Jobs Creation option, paying the net present value of the jobs linkage funds to train community residents for permanent employment in the projects. In addition, the partnership is offering a $100,000 challenge grant to be shared by the communities for their use in planning for community benefits. The challenge grant is subject to a one-for-one match from other sources. A second challenge grant of $400,000 to be matched two-for-one is also offered, to be used for on-the-job training for minorities in real estate development.

Minority Business Enterprises:

The partnership has a goal of 30 percent MBE/WBE utilization and has agreed to set aside a portion of space in each project for MBEs at affordable rents.

Child Care:

The partnership has committed to provide childcare facilities for a total of 200 children, either on or off site.

Affordable Housing:

The partnership will elect the Housing Creation option, paying the net present value of its linkage obligation to develop affordable housing in Chinatown and Roxbury. One million dollars of the linkage funds will be made available at final designation.

Urban Design:

The partnership has studied each site and has proposed development programs for Kingston-Bedford and Parcel 18. Kingston Bedford is envisioned as a two-phase office development, constructed on public and private parcels with a total build-out of approximately 985,000 square feet and spaces for 700 cars. Parcel 18 is proposed as a four-phase mixed-use project,

including office, retail, hotel, and parking for a total buildout of 850,000 square feet with parking for 600 cars. The design and development program for each project will receive no approvals at this stage. Project design will be in conformance with the Challenge Track criteria and is subject to environmental and design review by the Authority, in conjunction with the Chinatown and Roxbury communities.

Based on a review of CPA's response, we recommend that the Authority recommend to the City of Boston and the MBTA the tentative designation of Columbia Plaza Associates and Metropolitan Structures as the joint venture partnership to develop the Kingston-Bedford and Parcel 18 sites. To carry out this recommendation the Board should adopt the Resolution accompanying this memorandum and should authorize the Director to enter into a Memorandum of Agreement with the joint venture partnership which agreement commits the partnership to carry out the conditions of the Resolution.

An appropriate resolution follows.

KC16/L

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

REGARDING THE TENTATIVE DESIGNATION

OF A DEVELOPMENT TEAM FOR THE

PARCEL TO PARCEL LINKAGE PROGRAM, PROJECT 1

KINGSTON-BEDFORD/PARCEL 18

WHEREAS, by Resolution of the Authority entitled "Resolution of the Boston Redevelopment Authority Regarding the Tentative Designation of a Minority Partner for the Parcel to Parcel Linkage Program, Project 1, Kingston-Bedford/Parcel 18", adopted June 25, 1987, the Authority found that Columbia Plaza Associates should be declared the winner of the Request for Qualifications competition for the Parcel to Parcel Linkage Program, Project 1, and that Columbia Plaza Associates should be selected as the minority partner for the Project.

WHEREAS, the Authority by the above-mentioned Resolution of June 25, 1987 amended its Resolution of September 25, 1986 by adopting the Challenge Track procedure to allow increased flexibility for the minority developer tentative designee, Columbia Plaza Associates, in achieving and accomplishing the goals and objectives of the Parcel to Parcel Linkage Program as set forth in the aforementioned Resolution of September 25, 1986, and in the Report entitled "Parcel to Parcel Linkage Program: Kingston-Bedford/Parcel 18", as such was amended by the aforementioned Request for Qualifications issued November 7, 1986.

WHEREAS, the Authority in its Resolution of June 25, 1987, found that Columbia Plaza Associates should be allowed to request within one hundred and twenty (120) days of issuance of the Challenge Track Guidelines that the Authority consider recommending to the City of Boston Real Property Board, the City of Boston Public Facilities Commission, under a delegation of authority from the Real Property Department, and the Massachusetts Bay Transportation Authority, that such boards grant full tentative designation for a development team consisting of a partnership of Columbia Plaza Associates and other parties, provided that such partnership demonstrates that it has satisfied the goals and objectives of the Parcel to Parcel Linkage Program, as such have been amended by the aforementioned Request for Qualifications and have been adopted by the Authority's resolution of September 25, 1986, and the Challenge Track criteria, which include:

- Expansion of the economic participation of Columbia Plaza Associates, and other minority and community economic participants in the venture;

- Development of a comprehensive community benefits program

that would outline in detail how this project and its linkage would produce jobs, housing, child care, and other necessary community service;

- o Development of a feasible housing creation and production plan;

- o Submission of a development plan that is sensitive to both the Chinatown and Roxbury communities and consistent with state and city development regulations; and

- o Reaching agreement with private investors to guarantee development of this project in a way that vests controlling interest with community partners.

WHEREAS, after issuance of a Request for Proposals for a development partner by Columbia Plaza Associates, Metropolitan Structures, Trammell Crow Company, Urban Investment and Development Company and Prentiss Properties responded and were evaluated by the Roxbury and Chinatown communities, the BRA staff, the Advisory panel and Columbia Plaza Associates as potential partners within the framework of the Challenge Track criteria.

WHEREAS, Columbia Plaza Associates substantially has satisfied the criteria required under the Challenge Track to receive tentative designation without the issuance of an additional Request for Proposals.

WHEREAS, Columbia Plaza Associates, after extensive review of the proposals has recommended Metropolitan Structures as its choice for development partner.

WHEREAS, Metropolitan Structures, the proposed development partner for Columbia Plaza Associates, has presented its proposal to the Roxbury and Chinatown communities for review, and the communities have endorsed CPA's choice of Metropolitan Structures as development partner, as evidenced by letters of recommendation included in the Report and Recommendation to the Authority.

WHEREAS, Authority staff has reviewed the proposals and interviewed the competing development teams and found that Metropolitan Structures is well qualified to be Columbia Plaza Associates's development partner.

THEREFORE, be it resolved that the Authority hereby recommends to the City of Boston Real Property Board and the City of Boston Public Facilities Commission that the partnership of Columbia Plaza Associates and Metropolitan Structures be granted full tentative designation as developer of the Kingston-Bedford site, subject to submission within three hundred and sixty (360) days of the following, and hereby recommends to the Massachusetts Bay Transportation Authority the full tentative designation of the partnership of Columbia Plaza Associates and Metropolitan

Structures as developer of Parcel 18. Extensions may be granted as the Director deems appropriate and necessary:

- Evidence of the availability of necessary equity funds, as needed;

- Urban design and architectural plans in accordance with Article 31 of the City of Boston Zoning Code and the Authority's design review procedures;

- Evidence of firm financial commitments from banks or other lending institutions;

- Final Working drawings and specifications in accordance with the Challenge Track guidelines of plans for all aspects of development, including but not limited to the child care center, housing developments, office and retail developments and parking facilities.

- A partnership agreement within 60 days that describes the CPA/MS joint venture.

- Evidence of expansion of community equity in the partnership; and prospectuses for stock offerings to community based organizations including but not limited to the four signatory CDC's to the Parcel 18+ Agreement.

- Submission of more detailed plans for community benefits, including the following:

 - a detailed description of the proposed corporate structure, impact area, management and programs and operations for the community trust fund;

 - completion of residents employment plans and other such plans required by city and state regulations, development of a jobs creation proposal to the Neighborhood Jobs Trust; a tenant profile; establishment of a community clearinghouse for jobs information; provision of marketing profiles to the Roxbury and Chinatown community representatives;

 - plans for the design, operations and use of the child care facilities;

 - a detailed list of consultants who are Minority Business Enterprises, complete with copies of the certification letters; a plan for minority business enterprise space in the development, including amount of space and level of subsidy, if any; and a detailed schedule and location plan; for other MBE resources, space or facilities; and

- housing plans developed in conjunction with the Roxbury and Chinatown communities, and a proposal for housing creation to the Neighborhood Housing Trust.

- A detailed project financing plan, including the nature and source of financing; pro formas; and signed construction contracts; and a signed Redeveloper's Statement of Qualifications and Financial Responsibility or its equivalent. The plan shall indicate the need for and appropriateness of public funding for certain aspects of the project and shall be subject to Authority approval.

THEREFORE, be it resolved that the Authority, as development agent to the City and state and therefore as recommending body, authorizes the Director to enter into a Memorandum of Agreement * with the partnership of Columbia Plaza Associates and Metropolitan Structures that incorporates the conditions outlined above, and specifies agreement to comply with appropriate city and state regulations.

THEREFORE, be it resolved that the Authority recommends to the appropriate agencies that the partnership of Columbia Plaza Associates and Metropolitan Structures be granted a license to enter upon the property to conduct test borings and survey work, and a license to occupy the property for the purpose of establishing a community clearinghouse center, as necessary and appropriate.

* this MOA was never entered into

BOARD APPROVED

MEMORANDUM JANUARY 12, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT
PAMELA WESSLING, DEPUTY ASSISTANT DIRECTOR FOR URBAN DESIGN AND DEVELOPMENT
KEVIN MORRISON, ASSISTANT GENERAL COUNSEL

SUBJECT: AUTHORIZATION TO ADVERTISE A PUBLIC HEARING ON THE CHAPTER 121A APPLICATION OF LINCOLN REDEVELOPMENT CORPORATION

SUMMARY: THIS MEMORANDUM REQUESTS AUTHORIZATION TO ADVERTISE A PUBLIC HEARING ON THE CHAPTER 121A APPLICATION FOR APPROVAL TO ESTABLISH THE LINCOLN REDEVELOPMENT CORPORATION FOR THE PURPOSES OF DEVELOPING OF AN UNDERGROUND GARAGE ON A SITE BOUNDED BY KINGSTON, BEDFORD, ESSEX, AND LINCOLN STREETS.

The Kingston/Bedford Corporation requests approval to carry out the development of an underground garage on a site bounded by Kingston, Bedford, Essex, and Lincoln Streets and for consent by the Authority to form a Chapter 121A corporation, the Lincoln Redevelopment Corporation, for the purpose of undertaking the garage project.

The applicant, Kingston/Bedford Corporation, is a general partnership of Metropolitan Structures and Columbia Plaza Associates which was formed for the purpose of developing the underground garage. Metropolitan Structures and Columbia Plaza Associates have also joined in a partnership, Metropolitan/Columbia Plaza Venture, which received tentative designation from the City and the Massachusetts Bay Transportation Authority to redevelop the Kingston-Bedford garage and Lincoln-Essex parking lot downtown and Parcel 18 in Roxbury. The Kingston-Bedford and Parcel 18 projects are the first in the City's Parcel to Parcel Linkage program which was initiated to leverage the economic benefits of downtown development through the disposition of publicly owned land in ways which will enhance the vitality of Boston's neighborhoods.

The project area is owned by the City of Boston and two private landowners and includes approximately 81,235 square feet. The proposal for which the Authority's authorization, approval and consent are sought consists of acquisition of the project area by purchase, lease, or the exercise of eminent domain; demolition of the existing structures; and construction of a new underground garage to accommodate approximately 870 vehicles.

We recommend that the Secretary be authorized to advertise a public hearing on the Chapter 121A application as requested by the Kingston/Bedford Corporation. The hearing shall be held at the first February meeting of the Authority.

An appropriate vote follows:

VOTED: That the Secretary is hereby authorized to advertise a public hearing to be held at the first February meeting of the Authority on the Chapter 121A application of the Kingston/Bedford Corporation. The hearing will take place in the Board Room of the Authority.

BOARD APPROVED

MEMORANDUM JANUARY 26, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT
KEVIN MORRISON, ASSISTANT GENERAL COUNSEL
PAMELA WESSLING, DEPUTY ASSISTANT DIRECTOR FOR URBAN DESIGN AND DEVELOPMENT

SUBJECT: AUTHORIZATION TO POSTPONE A PUBLIC HEARING ON A CHAPTER 121A APPLICATION FOR THE DEVELOPMENT OF AN UNDERGROUND GARAGE AT THE KINGSTON-BEDFORD/LINCOLN-ESSEX SITE

On January 12, 1989 the Authority voted to authorize a public hearing concerning the application to establish a Chapter 121A corporation for the purpose of developing an underground garage on a site bounded by Kingston, Bedford, Essex, and Lincoln Streets. The public hearing was scheduled for the first February meeting of the Authority. However, we request the postponement of the hearing until March 9, 1989.

An appropriate vote follows:

VOTED: That the Authority hereby postpones until March 9, 1989 the public hearing concerning the Chapter 121 A application of the Kingston-Bedford Corporation which was to be held at the first February meeting of the Authority.

BOARD APPROVED

MEMORANDUM March 9, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT
PAMELA WESSLING, DEPUTY ASSISTANT DIRECTOR FOR URBAN DESIGN AND DEVELOPMENT

SUBJECT: PUBLIC HEARING ON A CHAPTER 121A APPLICATION FOR THE DEVELOPMENT OF AN UNDERGROUND GARAGE AT THE KINGSTON-BEDFORD-ESSEX SITE

EXECUTIVE SUMMARY: THIS MEMORANDUM REGARDS A PUBLIC HEARING ON THE CHAPTER 121A APPLICATION FOR A PROJECT TO BE UNDERTAKEN BY MCP REDEVELOPMENT CORPORATION. THE PROJECT INVOLVES THE ACQUISITION OF PUBLIC AND PRIVATE PARCELS FOR THE DEVELOPMENT OF AN UNDERGROUND PARKING GARAGE ON A SITE BOUNDED BY ESSEX, KINGSTON, BEDFORD, AND LINCOLN STREETS AND THE FITZGERALD EXPRESSWAY, BUT EXCLUDING 105 BEDFORD STREET AND 88 KINGSTON STREET. THE CORPORATION WILL LEASE AIR RIGHTS OVER THE GARAGE FOR THE DEVELOPMENT OF A COMMERCIAL BUILDING. THE DEVELOPMENT IS INCLUDED IN THE PARCEL TO PARCEL LINKAGE PROGRAM WHICH SEEKS TO PROMOTE PUBLIC POLICY OBJECTIVES THROUGH THE DISPOSITION OF THE KINGSTON - BEDFORD GARAGE AND LINCOLN - ESSEX PARKING LOT AND SOUTHWEST CORRIDOR PARCEL 18.

The applicants, KBE I Corporation, KBE II Corporation, and KBE III Corporation, request the Boston Redevelopment Authority's (BRA) consent to the formation of a Chapter 121A corporation and the BRA's approval of a project consisting of the acquisition of a site bounded by Kingston, Bedford, Essex, and Lincoln Streets (other than the portion of the site owned by the owners of 105 Bedford Street and 88 Kingston Street, and subsurface portions of certain adjacent streets) and the development of a new underground parking garage. The corporation for formation of which the consent of the BRA is sought is MCP Redevelopment Corporation.

Once the project is constructed, it is anticipated that the Corporation will enter into a lease with the Kingston-Bedford Joint Venture for the operation, management, and maintenance of the garage. In addition, the Corporation intends to lease the air rights over the garage to the Joint Venture for the development of a new office and retail building. The Joint Venture will neither seek to acquire the project under Section

18C of Chapter 121A, nor obtain the benefits of Chapter 121A for the air rights development. Accordingly, the air rights will not be part of the Chapter 121A project area, and the air rights development will not be part of the Chapter 121A project or subject to Chapter 121A.

MCP Redevelopment Corporation will be controlled through the ownership of all or a majority share of the voting stock by the Joint Venture. Persons who will have an interest in the Kingston-Bedford Joint Venture are Metropolitan Structures, an Illinois general partnership with a .05 percent interest; Columbia Plaza Associates, a Massachusetts general partnership with a .05 percent interest, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership with a 99.9 percent interest. Metropolitan/Columbia Plaza Venture is a joint venture between Metropolitan Structures and Columbia Plaza Associates, each party having a fifty percent interest in the Venture.

Metropolitan/Columbia Plaza Venture is the partnership which was granted tentative designation to develop the City-owned parcels on the Kingston-Bedford site, along with Southwest Corridor Parcel 18 in the first project in the Parcel-Parcel Linkage Program initiated by the City and State. The program seeks to promote economic development in areas which might not otherwise participate in the current development boom in Boston, encourages minority participation in real estate development, and provides substantial benefits to the affected communities of Chinatown and Roxbury, as well as to the city as a whole.

Eminent domain powers available under Chapter 121A are necessary to ensure the timely acquisition of the project area in order to accomplish the development of Kingston-Bedford and Parcel 18 in accordance with the Parcel to Parcel Linkage Program. The Corporation has reached an impasse in attempting to acquire the privately owned parcels because the price and other terms demanded by the private landowners, combined with time delays incurred in attempting to reach agreement on the terms of the acquisition, would jeopardize the financial feasibility and scope of the project.

The project area is currently owned by the City of Boston and two private landowners. The City owns approximately 80 percent of the site, including the Kingston-Bedford garage and the Lincoln-Essex parking lot. The two private parcels include a surface parking lot at 128-132 Essex Street and a building at 84 Kingston Street. A portion of Columbia Street is also included in the project area and is owned by abutting owners. Subsurface portions of Bedford and Kingston Streets (owned by abutting property owners or the City) and the Fitzgerald Expressway (owned by the City and State) are also included in the project area.

The proposed project consists of a new underground parking garage with a capacity of 600-800 spaces, depending on the ratio of

self-park to attendant-park spaces. The actual allocation and the determination of the number of spaces which will be available to the general public and the number available to tenants of the air rights development will be determined in conjunction with the Boston Transportation Department and the BRA through the formulation of a Transportation Access Plan for the development.

The applicants propose to commence construction by March of 1990 and anticipate a completion date of December 1992.

The total capital required to complete the project and carry it through to breakeven is anticipated to be approximately $80,000,000 to $85,000,000. A letter from Citicorp Real Estate, Inc. regarding the implementation of the successful financing package is included in the Chapter 121A application.

The total amount of taxes and payments in lieu of taxes to be paid by the Corporation will be no less than the amount that would have been payable under Chapter 59 if the project did not have the benefits of Chapter 121A. As required by law, an annual excise will be paid by the Corporation pursuant to and in accordance with Section 10 of Chapter 121A in lieu of real estate taxes. The source of income will be the rent earned under the operating lease and the air rights lease. In addition, the Corporation will make annual payments to the City under a Section 6A Contract equal to the difference between (a) the sum of the annual excise under Section 10 of Chapter 121A and Chapter 59 real estate taxes on the air rights development and (b) the amount of real estate taxes which would have been payable under Chapter 59 with respect to the project area and the air rights development if the project were not undertaken under Chapter 121A.

The applicants have provided adequate documentation to support the determination that the site is a decadent area. Documentation includes reports by Weidlinger Associates, Paul Parks and Associates, and Jung Brannen Associates on the physical conditions of the structures. A statement by Alfred R. Howard, P.E. indicates that the garage and surface lots present a decadent influence on the area with respect to traffic congestion.

In addition, several City actions suggest the need for renewal of the site. The City's Real Property Board and Public Facilities Commission have delegated authority to the BRA to establish goals and criteria for the disposition and further development of the garage and surface lot by votes taken in 1982 and 1986. As part of a comprehensive planning and rezoning effort for downtown Boston, the City put in place an Interim Planning Overlay District in 1987 as an amendment to the Boston Zoning Code. That amendment established interim controls for a two-year planning period, during which time permanent zoning for the area will be formulated. The project area has been found to be a blighted, open or decadent area under General Laws, Chapter 121C, Section 4

and is included in the South Station Economic Development Area of the IPOD. The objectives for the EDA subdistrict include channelling mixed-use development to underutilized sites and improving traffic access and circulation.

The garage and air rights development will provide substantial benefits to the city, physically, economically, and socially. The new garage will improve traffic circulation in the area. The air rights project, an office tower with ground-level retail and pedestrian ways integral to the project, will help to revitalize the entire area. Public benefits extend beyond the site. The site is linked to Parcel 18 in Roxbury where a mixed-use project is proposed by the development team. Parcel 18 might not be developed as quickly or with such an extensive program if it were not linked to the downtown parcel. Parcel 18's development will help to rebuild the economy of Roxbury, providing business expansion and job opportunities for residents.

The development team includes a minority partnership with a fifty percent ownership share of both the downtown and Parcel 18 projects. In turn, the minority partnership includes community-based organizations.

Additional public benefits include those outlined as part of the Parcel to Parcel Linkage Program, including a Community Development Fund, contributions to employment training and affordable housing, employment opportunities for minorities and women, childcare facilities, and space in the developments for minority business enterprises. The community benefits, which are being finalized with substantial participation by the Chinatown Neighborhood Council and Parcel 18 Task Force, are outlined in the Chapter 121A application.

The development of the Kingston-Bedford-Essex site and Parcel 18 will generate approximately 4,000 construction jobs, and the projects will house approximately 6,200 permanent jobs. The development team will pay an estimated housing linkage contribution of approximately $7,500,000 to be discounted to its present value and paid up front to produce affordable housing in Chinatown and Roxbury. The estimated jobs linkage contribution is approximately $1,500,000.

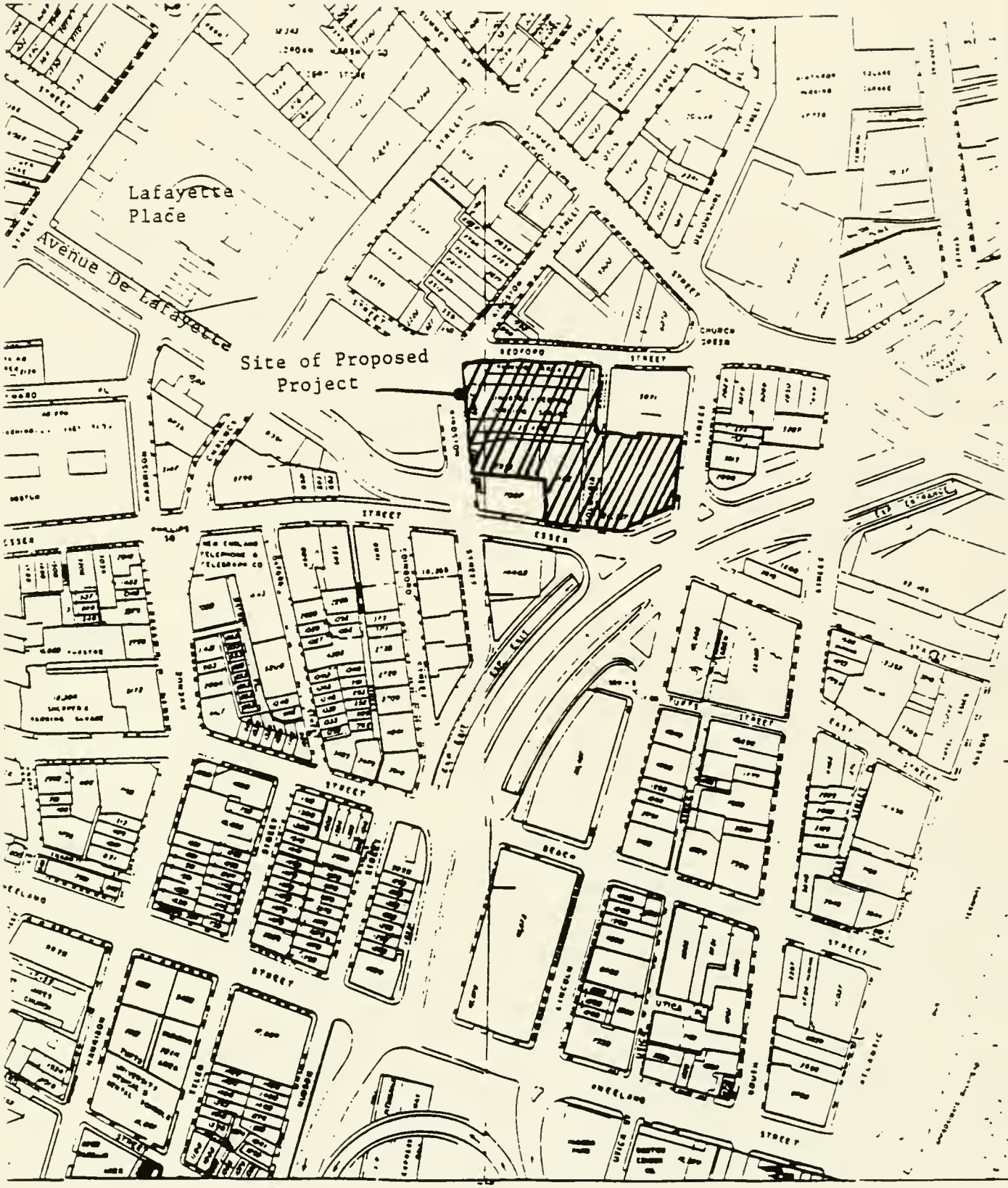
The approval of the Chapter 121A application has strong community support, as evidenced by letters included with the application and submitted to the BRA.

Therefore, we recommend that, pursuant to the "Rules and Regulations Governing Chapter 121A Projects in the City of Boston", the BRA authorize the preparation of a favorable Report and Decision on the Chapter 121A application.

An appropriate vote follows:

VOTED: That the Boston Redevelopment Authority hereby authorizes the preparation of a favorable Report and Decision on the Chapter 121A application of KBE I Corporation, KBE II Corporation, and KBE III Corporation for Authorization and Approval of a project under Massachusetts General Laws (Ter. Ed.) Chapter 121A and Chapter 652 of the Acts of 1960, both as amended, and related approvals requested in the application and consent to the formation of MCP Redevelopment Corporation.

APPENDIX 1


Lafayette Place
Avenue De Lafayette
Site of Proposed Project

APPENDIX 2

FACT SHEET

CHAPTER 121A APPLICATION

MCP REDEVELOPMENT CORPORATION

Board Action: The Applicants, KBE I Corporation, KBE II Corporation and KBE III Corporation, request the Authority's consent to the formation of a Chapter 121A corporation and the Authority's approval of a project consisting of the acquisition of the site bounded by Kingston, Bedford, Essex and Lincoln Streets (other than the portions of the site owned by the owners of 105 Bedford Street (the Bedford Building) and 88 Kingston Street) and subsurface portions of certain adjacent streets (the "Project Area") and the development of a new underground parking garage on the Project Area. The corporation for formation of which the consent of the Authority is sought is MCP Redevelopment Corporation (the "Corporation").

Applicants: Each of the Applicants is a Massachusetts corporation organized on February 9, 1989 for the purpose of developing a new underground parking garage on the Project Area. The sole shareholder of each of the Applicants is Kingston Bedford Joint Venture, a Massachusetts general partnership, organized on January 31, 1989 (the "Partnership") for the purpose of developing the Project Area.

Project: The Project Area is currently owned by the City of Boston and two private landowners. The proposed project consists of the development of a new underground parking garage containing up to five levels with a total capacity of approximately 600 to 800 cars. Traffic circulation in and out of the new underground parking garage will be designed to eliminate on-street queuing of arriving vehicles during peak hours. Once the project is constructed, it is anticipated that the Corporation will enter into a lease with the Partnership for the operation, management and maintenance of the garage. In addition, the Corporation intends to lease the air rights over the parking garage to the Partnership for development of a new office and retail building (the "Air Rights Development"). The Partnership will neither seek to acquire the project under Section 18C of Chapter 121A nor obtain the benefits of Chapter 121A for the Air Rights Development.

Financing: The total capital required to complete the Project and carry it through breakeven is anticipated to be approximately $80,000,000 to $85,000,000. The financing structure for the Project will consist of a construction loan to cover acquisition costs of the Project Area and other project costs. The Applicants further anticipate that such financing will at some point be replaced by long-term financing secured by a mortgage on the Project Area. A letter from Citicorp Real Estate, Inc. regarding the implementation of the successful financing package for the Project is included in Appendix 5 to the Application.

Construction: The Applicants propose to commence construction of the Project with the acquisition of the Project Area which the Applicants expect to occur by the end of 1989. A tentative development schedule is included in Appendix 17 to the Application.

Approved

MEMORANDUM April 27, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND STEPHEN COYLE, DIRECTOR

FROM: ANTHONY WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT
PAMELA WESSLING, DEPUTY DIRECTOR FOR URBAN DESIGN AND DEVELOPMENT

SUBJECT: DEVELOPMENT AGREEMENT AMONG THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, METROPOLITAN/COLUMBIA PLAZA VENTURE, AND THE BOSTON REDEVELOPMENT AUTHORITY

SUMMARY: This memorandum requests authorization to execute a Development Agreement with the Massachusetts Bay Transportation Authority, Metropolitan/Columbia Plaza Venture, and the Boston Redevelopment Authority . The Development Agreement defines each party's roles and responsibilities with respect to the development of Southwest Corridor Parcel 18 as part of Parcel-to-Parcel Linkage Project I.

On July 31, 1985 Mayor Raymond L. Flynn and Governor Michael Dukakis entered into an agreement to link the development rights for Southwest Corridor Parcel 18 to a major downtown parcel. Through the agreement, the City and State committed to carry out an unprecedented joint development process to include the Governor's Office of Economic Development, the Massachusetts Bay Transportation Authority (MBTA), and the Boston Redevelopment Authority (BRA), with the BRA acting as development agent for the City, State, and MBTA.

On September 25, 1986 the BRA voted to adopt a resolution governing the disposition of the Kingston-Bedford garage and Lincoln-Essex parking lot, both of which are owned by the City of Boston, and Parcel 18, owned by the MBTA and the BRA. The BRA also authorized the Director to solicit qualifications for minority teams to participate in the development of the linked parcels. The BRA vote was complemented by resolutions by the City of Boston Real Property Board, the City of Boston Public Facilities Commission, and the MBTA.

On June 18, 1987 the BRA adopted a resolution to recommend to the City and the MBTA that Columbia Plaza Associates be declared the minority development team to carry out Parcel-to-Parcel Linkage Project I. The BRA also voted that the team would be eligible for tentative designation, subject to satisfying certain criteria regarding the provision of community benefits and the financial strength of the team.

On March 10, 1988 Columbia Plaza Associates presented its proposal in response to the criteria and included Metropolitan Structures as its fifty percent equity partner. The joint venture, Metropolitan/Columbia Plaza Venture, received tentative designation and has subsequently undertaken to develop the two sites.

Project milestones have included the application to establish a Chapter 121A corporation to develop an underground garage on the downtown site, the submission of design plans for both the Kingston-Bedford and Parcel 18 sites, and the submission of a proposal to develop a new headquarters for the Massachusetts Water Resources Authority at Parcel 18. MWRA has include Parcel 18 on a short list of six sites, out of a field of fifteen other proposals. It is anticipated that MWRA will make its final selection at the beginning of May and enter into a contract with a developer by the end of June, 1989.

The master plan for Parcel 18 includes a four-phase project of approximately 850,000 gross square feet with office, retail, and hotel uses and a landscaped public plaza. Parking for approximately 1,000 cars will be located in above and below grade structures. If MWRA selects Parcel 18, its headquarters will be the first phase of development.

As construction on Parcel 18 becomes more imminent, it is necessary to define explicitly the roles and responsibilities of the developer, the MBTA, and the BRA. The Development Agreement lays out such a foundation, specifying methods for site assembly, the terms of conveyance, the restrictions and controls on development, and responsibilities with respect to public improvements and clean-up of contaminated soils.

Under the terms of the Development Agreement, the MBTA and BRA agree to lease Parcel 18 to the Venture in a ninety-nine year ground lease or in separate leases for sub-parcels of the phased project. The MBTA will lease its portions of the property to the BRA which will in turn consolidate the sub-parcels into a lease or leases with the Venture. If MWRA selects Parcel 18 as its headquarters site and elects to purchase, rather than lease, the headquarters, then that sub-parcel of Parcel 18 will be conveyed to the Venture for sale to MWRA. The MBTA owns most of the 5.6 acre site. The BRA-owned land was acquired in 1986 through an order of taking of former streets which were discontinued as part of the Southwest Corridor project.

The agreed upon purchase price is $10 per square foot of land, as determined by appraisals conducted for the MBTA. The rent under the lease of any parcel shall be $1 per square foot of land per year.

The MBTA will cause its property to be free of hazardous waste, in accordance with Chapter 21E of the Massachusetts General Laws.

The Development Agreement incorporates the requirement that development of the Kingston-Bedford site will not commence without the simultaneous development of Parcel 18.

The Venture will develop the site in accordance with the master plan, or as it may be amended subject to BRA approval, and in accordance with the BRA's development review procedures. In addition, the Venture will comply with all designation conditions, including the provisions of the community benefits plan which outlines, among other things, provisions for minority equity ownership, the provision of childcare facilities, funds for job training and housing linkage, contributions to a community development fund, and employment opportunities for minority- and women-owned enterprises.

The Development Agreement incorporates the appropriate provisions to further the development of the Parcel-to-Parcel Linkage Project I, and we therefor recommend that the Director be authorized to enter into the agreement with the MBTA and Metropolitan/Columbia Plaza Venture.

An appropriate vote follows:

VOTED: That the Boston Redevelopment Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, a Development Agreement among the Massachusetts Bay Transportation Authority, Metropolitan/Columbia Plaza Venture, and the Boston Redevelopment Authority, substantially in the form attached hereto.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 27th day of April 1989, by and among BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under the laws of the Commonwealth of Massachusetts (the "BRA"), the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a public body politic and corporate organized under the laws of the Commonwealth of Massachusetts (the "MBTA") and METROPOLITAN/COLUMBIA PLAZA VENTURE, a general partnership organized under the laws of Massachusetts ("M/CPV").

Whereas, Parcel 18 is a development parcel in the MBTA's Southwest Corridor Project, consisting of land owned by the MBTA and the BRA and shown on Exhibit A;

Whereas, by agreement dated July 31, 1985, the BRA was designated to act as development agent for the Commonwealth of Massachusetts, MBTA, and City of Boston in connection with the development of Parcel 18 (the "Parcel 18 Agreement");

Whereas, in connection with the Parcel 18 Agreement, the MBTA expressed its intent to convey to the BRA those portions of Parcel 18 owned by the MBTA (the "MBTA Land") to be used by the BRA to further the development objectives of the Parcel 18 Agreement;

Whereas, by resolution dated March 10, 1988, the BRA voted the full tentative designation of M/CPV as developer of Parcel 18 and the so-called Kingston-Bedford site which together are known as the Parcel-to-Parcel Linkage Project 1;

Whereas, by resolution dated May 25, 1988, the MBTA has voted to concur in the BRA's full tentative designation of M/CPV;

Whereas, the BRA and MBTA have authorized M/CPV to submit a proposal to Massachusetts Water Resources Authority ("MWRA") with respect to a portion of Parcel 18 and are familiar with the proposal;

Whereas, the BRA expects to vote the so called final designation of M/CPV as developer of the Parcel-to Parcel Linkage Project 1, and the parties desire to set forth herein certain agreements and understandings.

NOW, THEREFORE, the parties understand and hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 101: Defined Terms

For the purposes of the Agreement, the following terms shall have the meaning, respectively, ascribed to them below:

a. "Closing Date: shall mean the date established in Section 205 of this Agreement for the sale or lease of the first Phase Parcel.

b. "Design Documentation" shall mean the several stages of documentation that are referred to in Section 301 of this Agreement for each Phase, that are to be prepared for M/CPV by or through its architect, and that are to be submitted to the BRA for approval pursuant to the Development Review Procedures.

c. "Development Review Procedures" shall mean the procedures set forth in the BRA's Development Review Procedures dated 1985, Revised 1986, to be followed by M/CPV in obtaining all approvals required hereunder of the Design Documentation for each Phase.

d. "Hazardous Wastes" shall mean any oil or hazardous materials as that term is defined under Chapter 21E of the Massachusetts General Laws and any regulations thereunder.

e. "Improvements" shall mean all structures and amenities to be constructed by M/CPV pursuant to the approved Design Documentation and the Master Plan for Parcel 18 dated January 20, 1989, and as it may be amended with the approval of the BRA.

f. "MWRA Parcel" shall mean the "Proposed Parcel 18-1B" shown on Sheet 2 of the plan attached as Exhibit A on which M/CPV proposes to construct a building for the Massachusetts Water Resources Authority (MWRA).

g. "Master Plan Area" shall mean the area consisting of approximately 5.2 acres and including the Property, streets, sidewalks and landscaped open areas shown on Sheet 7 Exhibit A.

h. "Phase Parcel" shall mean the area of the Property that M/CPV designates, subject to BRA approval, for development as a particular Phase Parcel including the MWRA Parcel, pursuant to this Agreement and on which Improvements or Public Improvements, or both, will be constructed.

i. "Public Improvements" shall mean the amenities to be constructed by the BRA or the City of Boston hereunder.

j. "Property" shall mean "Proposed Parcels 18-1A, 1B, 2, 3A and 3B:" shown on Sheet 2 of Exhibit A, which property is subject to the easements and encumbrances shown on Sheet 1 of Exhibit A and certain easements described herein.

k. "Transportation Easements" shall mean the easements reserved and to be reserved for present and future transportation needs, shown on Sheet 2 of Exhibit A.

ARTICLE II
TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Lease of Property or Phase Parcel

Subject to all the terms and conditions of this Agreement, the BRA agrees to lease and M/CPV agrees to take and hire the Property, all upon such terms of lease as the parties hereto shall agree to in a ninety-nine year ground lease or in separate leases for any Parcel. Upon request by the BRA, the MBTA shall lease to the BRA the MBTA Land, all upon such terms as may be agreed, and thereafter the BRA shall lease to M/CPV or its designee, if approved by the BRA, all of the Property. If MWRA elects to purchase the MWRA Parcel, upon request by the BRA, the MBTA shall convey to the BRA the portion of the MWRA Parcel owned by it, and thereafter the BRA shall convey to M/CPV or its designee all of the MWRA Parcel. In addition to disposition proceeds, the BRA shall be reimbursed by the development entity for all costs incurred in holding the property prior to lease or sale of any Phase Parcel. The agreements herein of the MBTA to lease or convey the MBTA Land to the BRA constitute separate obligations that have been agreed to independently from any agreements between the BRA and M/CPV and are not conditioned upon any action or right of M/CPV, and M/CPV shall have no independent right to seek enforcement of any such agreements made by the MBTA for the benefit of the Parcel 18 development.

Section 202: Rights of M/CPV to Designate Phase Parcels

Subject to the provisions of Section 306 hereof, M/CPV will develop the Property according to the Master Plan dated January 20, 1989, as amended by this Agreement and as it may be amended from time to time. Subject to applicable zoning and BRA approval, M/CPV shall have the right to designate any area of the Property as a Phase Parcel.

Section 203: Condition of Property to be Conveyed

At the time of the sale or lease of any of the Property, the MBTA will cause the MBTA Land to be free of all tenants and occupants and will deliver to the BRA a certification or other appropriate statement from Haley & Aldrich, Inc. in form and

substance reasonably satisfactory to BRA to the effect that the MBTA Land is free of Hazardous Waste to the extent required by Chapter 21E of the Massachusetts General Laws and any regulations thereunder. To the extent that the MBTA Land is still burdened by any Chapter 21E issues at the time of a sale or lease thereof to the BRA, the MBTA will indemnify and hold harmless the BRA from costs arising solely from compliance with Chapter 21E on MBTA Land, needed to effectuate the project. Any design changes from the approved Master Plan or as it may be amended pursuant to this Agreement which affect the cost of Chapter 21E issues on MBTA Land will be subject to MBTA approval. The BRA will deliver to MWRA a similar certification or other statement from Haley & Aldrich with respect to any portion of the MWRA Parcel that is owned by the BRA.

Section 204: Purchase Price or Rent

The agreed purchase price for the MWRA Parcel will be Ten Dollars ($10.00) per square foot of land contained therein. The rent under the lease for any part of the Property shall be One Dollar ($1.00) per square foot of land leased per year, with such rent escalation as may be agreed upon by the parties. Such purchase price or rent will be paid by M/CPV to the BRA. In the case of any portion thereof that constitutes part of the MBTA Land, said amount shall be paid by the BRA to the MBTA.

Section 205: Time of Sale and Conveyance

The lease or sale and conveyance and delivery of possession of the MWRA Parcel by the MBTA to the BRA and the lease or purchase of the same from the BRA by M/CPV, as the case may be, shall take place on August 30, 1989, which date shall be the Closing Date. Any lease of the MWRA Parcel may include purchase options in accordance with M/CPV's proposal to MWRA. If the Secretary of Environmental Affairs has not approved the Environmental Impact Report for the Property or portion thereof being conveyed on or before the Closing Date, and the BRA has not given any approval of such conveyance required by law, the Closing Date will be postponed until such approvals have been given. The lease of any other part of the Property shall take place on such dates as may be agreed by the parties but in any event following such approvals.

Section 206: Federal Tax Stamps and Other Closing Costs

With respect to any Deed from the MBTA to the BRA, the MBTA shall pay the costs of any Federal or State documentary tax stamps that may be required, and the BRA shall pay the cost of recording the Deed and all other instruments and plans to be recorded together with the Deed. With respect to any Deed from the BRA to M/CPV, M/CPV shall pay the costs of such stamps and recording.

Section 207: Adjustments

The MBTA and the BRA shall pay all operating costs for their respective portions of the Property allocable with respect to any period before delivery of the Deed or commencement date of the lease as the case may be, for each Phase Parcel.

ARTICLE III
RESTRICTIONS AND CONTROLS UPON DEVELOPMENT

Section 301: Improvements and Submission of Plans

The Development Review Procedures set forth the formal stages of submissions and approvals for the Design Documentation relating to the Improvements for each Phase Parcel. In addition, all copies of all submissions made by M/CPV to the BRA as required by the Design Documentation also will be submitted by the BRA to the MBTA.

Section 302: Time for Commencement and Completion of Improvements

M/CPV shall diligently prosecute to completion the construction of the Improvements on the MWRA Parcel and shall commence and complete the Improvements on the remainder of the Property in accordance with a schedule to be set forth in the Master Plan and any lease of the Property.

Section 303: Massachusetts Water Resources Authority

The parties hereto acknowledge that the agreement of sale set forth herein with respect to the MWRA Parcel is conditioned upon selection by MWRA of the Property for its headquarters. The parties hereto agree that M/CPV may enter into an agreement with MWRA providing MWRA with the right to receive notice of any proposed changes in the uses, not including substitution of one permitted use for another, provided for in the Master Plan and the right to approve or disapprove any use that affects MWRA's lease or ownership, as the case may be, provided, however, that such right of approval or disapproval on the part of the MWRA shall not apply to the MBTA's transportation uses.

Section 304: Compliance with Designation Conditions

M/CPV shall at all times proceed hereunder in conformity with the conditions set forth in the tentative and final designations of the BRA and MBTA. Among other things, M/CPV is required to comply with certain so-called linkage policies and programs and the Community Benefits Plan for Parcel to Parcel Linkage Project 1, a summary of which is attached hereto as

Exhibit B, which includes among other things provisions for minority equity ownership, childcare, a Community Development Fund, Minority and Women Business Enterprise requirements, a challenge grant, and housing and jobs linkage. The BRA and M/CPV shall enter into an agreement setting forth the provisions of the Community Benefits Plan prior to any lease or sale of any part of the Property other than the MWRA Parcel. Subject to the approval of the City of Boston Neighborhood Trust, the parties hereto agree to cooperate with each other in an effort to make available housing linkage funds from Parcel to Parcel Linkage Project 1 for the so-called "Southwest Corridor Parcel 22," currently the subject of a developer selection process being conducted by the MBTA and the City of Boston.

Section 305: Kingston-Bedford Project

M/CPV acknowledges the intent of the BRA to link the development of Parcel 18 with the development of the Kingston-Bedford Project in accordance with Parcel to Parcel Linkage Project 1 and agrees that development of the Kingston-Bedford Project shall not commence until development of the Property has commenced.

Section 306: MBTA Approvals

No changes in the uses of Phase Parcels permitted in the Master Plan, not including substitution of one permitted use for another, that may affect the MBTA's use and enjoyment of Ruggles Station or the MBTA's transportation operations shall be made without the MBTA's approval which shall not be unreasonably withheld. The Master Plan, as amended by this Agreement, is hereby approved by the BRA and MBTA. In addition, prior to commencing any construction on the Property, M/CPV will submit to the MBTA for approval construction plans and schedules therefor including any appropriate protections of Transportation Easements. Such approval shall not be unreasonably withheld taking into consideration the effect, if any, of such construction on any Transportation Easements. Any approval of the MBTA provided for herein shall be made by the General Manager or his designee.

Notwithstanding any other provisions contained herein, any sale or lease of MBTA Land shall contain provisions requiring MBTA approval of such matters as 1.) transportation easements for present and future use; 2.) MBTA physical facilities from construction impacts of the Improvements; 3.) pedestrian, bus, and automobile access to Ruggles Station; and 4.) the Southwest Corridor bicycle path.

Section 307: Restrictions on Transfer

Except as otherwise provided herein and in order to ensure that the goals of Parcel to Parcel Linkage I as outlined in Exhibit B are retained for the community, no part of the Phase Parcel or any legal or beneficial interest therein or in M/CPV or any partner of M/CPV shall be sold or otherwise transferred until a date which is ten years from the issuance of a Building Permit with respect to the Improvements on each Phase Parcel. Thereafter, no such sale or transfer may be made without the prior approval of the BRA, which shall not be unreasonably withheld, taking into consideration reputation, experience in management of real estate and financial capacity of the proposed transferee.

The provisions of this Section 307 shall not prohibit any transfer to MWRA of the MWRA Parcel or any subsequent transfer by MWRA or apply to any real estate mortgage on the Property or to any transfer by a mortgagee.

ARTICLE IV
PUBLIC IMPROVEMENTS

Section 401: Public Plaza

Subject to the appropriation by the City of Boston of funds in the amount of approximately $2,010,000 therefor, the BRA acknowledges the obligation on its behalf and on behalf of the City to develop and construct the public plaza set forth in the Master Plan on a schedule consistent with M/CPV's development and construction of the MWRA Parcel and agrees to enter into an agreement setting forth specific milestones and a timetable for such development and construction of the public plaza. M/CPV, the BRA and the MBTA shall enter into appropriate easements and licenses providing the BRA with the right to construct the public plaza and any other public improvements set forth in Master Plan and as it may be amended pursuant to this Agreement.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 501: Applicable Laws

The obligations of the parties hereto shall be subject to compliance with all applicable laws and governmental regulations with respect thereto.

Section 502: Cooperation on Approvals. Other Agreements: Revisions to Master Plan

The parties hereto agree to duly, diligently and in good faith cooperate with each other in the seeking of any governmental or other public approvals required in connection with this Agreement or the development of the Property including without limitation the holding of a public hearing in May 1989 by the BRA to consider M/CPV's Master Plan for a Planned Development Area and Development Plan for the MWRA Parcel. An approval provided for herein will not be unreasonably withheld or delayed. Further, the parties acknowledge the importance to the success of the development of the Property of accomplishing a timely and successful development of the MWRA Parcel as a headquarters location for MWRA and the likelihood that in all probability there will arise the need for certain other agreements to facilitate the development of the MWRA Parcel. Accordingly, the parties hereto agree to use all reasonable efforts to negotiate and execute such further agreements as may be necessary or useful for such purpose. Approval and execution of any such further agreements on behalf of the MBTA will be by the General Manager or his designee. In addition, M/CPV agrees to amend the Master Plan to incorporate all of the Master Plan Area, provide for the construction of the garage on area shown on Sheet 1 of Exhibit A as "Future Garage" and eliminate the below grade parking for buildings 1 and 2 shown in the Master Plan.

Section 503: T-Pass Subsidies

M/CPV shall include provisions in its space leases to tenants of the buildings located on the Property regarding "T Pass" programs and encouraging their use. More specific details regarding T-Pass requirements will be included in any document selling or leasing the MBTA Land.

Section 504: MBTA Rights of First Refusal

The BRA and M/CPV agree to include in any deed transferring title to the MWRA Parcel to MWRA an obligation on the part of the grantee to provide the MBTA with a right of first refusal with respect to any sale of the MWRA Parcel by MWRA.

Section 505: Future Garage Site

Subject to any approval required by law, including any approval thereof required by the Secretary of Environmental Affairs, the parties hereto shall duly and diligently cooperate with each other in the development of a parking garage on the Future Garage site, shown on Exhibit A, which will include retail, office or other uses to be developed by M/CPV. The garage will be constructed and owned by M/CPV, but the land therefor leased to M/CPV pursuant to a ninety-nine year ground lease.

Section 506: Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 507: Limitation of M/CPV's Liability

The liability of M/CPV hereunder shall be limited solely to the assets and properties of M/CPV, and no partner, venturer, trustee, beneficiary, shareholder, officer, director, or the like of M/CPV, from time to time, or such person's or entity's separate property or estate, shall have any personal liability with respect to any obligation or liability of M/CPV hereunder. The deficit capital account of any partner of M/CPV shall not be deemed to be a liability of such partner nor an asset or property of M/CPV.

Section 508: Termination

If the MWRA Parcel has not been acquired by M/CPV on or before September 1, 1991, or if the remainder of the Property has not been acquired by M/CPV on or before September 1, 1996, this Agreement and all rights and obligations of the parties hereunder will terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by their fully authorized officers or representatives, respectively, as of the day and year first above written.

Approved as to form:

Robert F. McNeil
General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle
Director

Approved as to form:

Gregory C. Flynn
General Counsel

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

By: _____
Thomas P. Glynn
General Manager

METROPOLITAN/COLUMBIA PLAZA
VENTURE

By: _____

M E M O R A N D U M June 29, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY A. WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT
PAMELA WESSLING, DEPUTY DIRECTOR FOR URBAN DESIGN AND DEVELOPMENT
LAVAL S. WILSON, JR., SPECIAL ASSISTANT

SUBJECT: PUBLIC HEARING ON A DEVELOPMENT IMPACT PROJECT PLAN AND PLANNED DEVELOPMENT AREA PLAN FOR ONE LINCOLN STREET AND FOR A DEVELOPMENT IMPACT PROJECT PLAN, MASTER PLAN AND PLANNED DEVELOPMENT AREA PLAN FOR RUGGLES CENTER

EXECUTIVE SUMMARY: This memorandum requests that with regard to a proposal to redevelop the Kingston-Bedford garage and Lincoln-Essex parking lot downtown and the Southwest Corridor Parcel 18 in Roxbury, that the Boston Redevelopment Authority (1) make findings, in accordance with Parcel to Parcel Linkage Program Project I, required for the approval of, and approve, a Development Impact Project Plan and Planned Development Area Plan for One Lincoln Street and for a Development Impact Project Plan, Master Plan, and Planned Area Plan for Phase I of Ruggles Center, (2) approve minor modifications to the Campus High School Urban Renewal Area Plan and Land Use Map and the South End Urban Renewal Plan, Reuse Parcel Map, Land Use Map, and Property Map; (3) authorize the Director to take all actions and to execute all documents deemed necessary and appropriate for the disposition and development of One Lincoln Street and Ruggles Center, including the Sale and Construction Agreement for One Lincoln Street, the Conveyance and Construction Agreement for Ruggles Center, and the Memorandum of Understanding regarding Community Benefits. Specific actions are subject to the terms and conditions outlined in the attached resolution.

PARCEL TO PARCEL LINKAGE I

Metropolitan/Columbia Plaza Venture, which received tentative designation from the City and the Massachusetts Bay Transportation Authority to redevelop the Kingston Bedford garage and Lincoln-Essex parking lot downtown and Southwest Corridor Parcel 18 in Roxbury, requests authorization to establish two joint ventures to carry out the projects envisioned in Parcel to Parcel Linkage Program Project I. The new entities, Kingston Bedford Joint Venture and Ruggles Center Joint Venture, each request approval of zoning plans necessary to complete the projects.

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PARCEL-TO-PARCEL LINKAGE I

The two developments, known as One Lincoln Street and Ruggles Center, are the first in the City's Parcel to Parcel Linkage Program. The development of One Lincoln Center is linked to and makes possible the development of Ruggles Center, thus triggering a critical mass of growth activity in an area which may not otherwise attract investment. The development of Ruggles Center will serve as the anchor to build a new service-oriented neighborhood economy in Roxbury and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs. Furthermore, the Ruggles Center development will stimulate additional development and inner city renewal in Roxbury and the Southwest Corridor.

For the Chinatown community the development of One Lincoln Street as part of the Program will strengthen the existing economy by providing opportunities for neighborhood business expansion and offering Chinatown residents diverse job opportunities.

Both communities will benefit from housing and job training linkage, a community development fund, child care facilities and other community benefits programs. In addition to these benefits, the joint ventures developing One Lincoln Street and Ruggles Center include community-based investors and non-profit organizations, thereby promoting equity participation by community developers. The projects will also create opportunities for minority and women enterprises by establishing a minimum participation goal by minority and women businesses in all project construction contracts and professional technical services budgets.

ONE LINCOLN CENTER

Development Program

Kingston Bedford Joint Venture (KBJV) is seeking approval of a Development Impact Project Plan and Planned Development Area Plan for One Lincoln Street, a mixed use development consisting of an office building with both a low-rise element and a tower. Retail uses will be located on the lower floors. One Lincoln Street also includes an underground parking garage containing parking for up to 920 cars on five levels. The development, sited on 74,082 square feet, is approximately 952,000 square feet of gross floor area. The low-rise component has a height of approximately 101 feet and the tower has a height of approximately 465 feet.

The developer anticipates that construction of One Lincoln Street will commence in first quarter of 1990. It is currently contemplated that the building will be completed by the end of 1993. A fact sheet is appended for your reference in Tab 3.

Site Description

One Lincoln Street will be located within the parcel of land in Boston, bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway and Lincoln Street (other than the portion of said land occupied by 88 Kingston Street, 105 Bedford Street and the portion of Columbia Street adjacent to 105 Bedford Street). The project is described in the Development Plan.

Open Spaces and Landscaping

One Lincoln Street will include a series of ground floor lobbies, passages, and public spaces which incorporate retail shops. KBJV intends to construct a four-story landscaped and sky-lit atrium which extends upward from the second floor above the central public space. A community exhibition area is proposed to be included in the development of the public atrium area. KBJV will also landscape the sidewalk area surrounding the building, pave the sidewalk area with brick pavings with granite curbs, provide acorn lighting fixtures and street trees, and preserve the existing granite slabs in the sidewalk area.

If and when the City widens Essex Street, a project which would necessitate the demolition of 88 Kingston Street, KBJV has committed to landscape that corner site as well.

RUGGLES CENTER

Development Program

Ruggles Center Joint Venture (RCJV) is applying for Planned Development Area designation for the site. Because Ruggles Center is a phased project on more than five acres of land, RCJV requests approval of a Master Plan which outlines the general concept, phasing, and density for the entire project. The Master Plan also satisfies the zoning code requirement for a Development Impact Project Plan. As plans for each phase progress, RCJV will submit a Development Plan for each phase. At this time, RCJV is submitting the Development Plan for Phase I.

The total project may include three office buildings, a hotel, a parking garage, and child care and retail space. The project, when completed, will be approximately 1,220,000 square feet of gross floor area with building heights varying from 96 feet to 178 feet to the top of the last occupiable floor. A central plaza will be the focal point of Ruggles Center with a series of retail uses and building lobbies opening onto the plaza.

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PARCEL-TO-PARCEL LINKAGE I

Site Description

The development site for Ruggles Center consists of 5.10 acres located in Roxbury, bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority (MBTA). The development site for Phase I consists of 2.96 acres. A plan depicting the site and the Phase I site is attached in the Development Plan for Phase I.

The developer proposes to commence construction of Phase I in October of 1989. Phase 1 of Ruggles Center involves the construction and development of three distinct elements of the Master Plan: a plaza, an office/retail building, and a free standing parking garage. As part of the development of Phase 1, the Applicant will improve that portion of Columbus Avenue Extension located in Phase I and the sidewalks abutting the office/retail building and the garage.

It is estimated that the construction of the subsequent buildings on Ruggles Center will occur during the period 1991 to 1996.

Open Spaces and Landscaping

A central plaza on axis with the principal facade of Ruggles Station will be the focal point of the project. The boundaries of the plaza are set forth on the plaza plan attached as Exhibit C of the Development Plan. The plaza will be constructed by the developer for the benefit of the general public, subject to the receipt by the developer of a two million dollar grant from the City for the cost of designing and constructing the plaza. With a series of retail uses and building lobbies opening onto the plaza located in front of the Ruggles Station entrance, it is anticipated that the plaza will become a hub of pedestrian activity.

COMMUNITY PROCESS

The Parcel 18 and Kingston Bedford sites are available for development as the result of an extensive community participation process.

In 1985 Mayor Raymond Flynn, Governor Michael Dukakis and the Parcel 18 + Development Task Force signed an agreement to link the development of Parcel 18 to that of a major downtown site -- the City owned Kingston Bedford garage. That agreement established the BRA as the agent for the State, the City, and the MBTA in order to carry out the project.

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PARCEL-TO-PARCEL LINKAGE I

In June of 1987, the City and MBTA selected Columbia Plaza Associates (CPA) to serve as the minority partner for both the Parcel 18 and Kingston Bedford projects. Columbia Plaza Associates is a partnership of Asian American, Black, and Hispanic entrepreneurs. The partnership also includes community-based investors and organizations.

Columbia Plaza, in turn, selected Metropolitan Structures as its partner from a field of three nationally prominent developers. The two entities then formed Metropolitan/Columbia Plaza Venture. CPA holds a fifty percent equity position in the project.

The Parcel 18+ Development Task Force and the Chinatown/ South Cove Neighborhood Council have worked diligently with the BRA to develop the Parcel-to-Parcel Linkage Program and to advise the BRA on all aspects of these projects, including developer selection.

The Roxbury and Chinatown groups are included in the Parcel-to-Parcel Linkage Advisory Panel. Also participating in the panel are: the BRA, the MBTA, the City of Boston Real Property and Public Facilities Departments, the Governor's Office of Economic Development, and the Mayor's Office of Jobs and Community Services. Metropolitan/Columbia Plaza Venture has worked closely with the Advisory Panel to shape the direction of the two projects and, in particular, to refine a benefits package for the communities.

PUBLIC BENEFITS

In keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and recent and proposed amendments to the Boston Zoning Code, Metropolitan/Columbia Plaza Venture has proposed an extensive public benefits package that includes programs to build affordable housing, fund job training programs, stimulate minority business opportunities, and provide child care facilities.

KBJV and RCJV have been negotiating a Memorandum of Understanding with the Boston Redevelopment Authority, the Parcel 18 + Development Task Force, and the Chinatown / South Cove Neighborhood Council which describes in detail the public benefits. A copy is attached as Tab 8 in the One Lincoln Street Book and Tab 9 for the Ruggles Center Book. A summary is included below.

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PARCEL-TO-PARCEL LINKAGE I

Community Development Fund

A community development fund will be established through the Parcel-to-Parcel Linkage I Program. The developer will contribute to the fund: 10 percent of the developer's fee from both projects and a percentage of the net operating income and refinancing and resale proceeds from Parcel 18. In addition, the developer will capitalize the fund with at least two million dollars to be paid no later than the date of building permit for One Lincoln Street and with fixed annual payments of $800,000 for a period of 10 years. This ten million dollar payment will be contributed from the One Lincoln Street project. In addition, KBJV will provide five percent of net refinancing and sales proceeds for various public programs and projects. One million dollars of this contribution is earmarked for the community development fund.

Monies from this fund can be used to support community development in various areas of special needs, such as venture capital for new businesses, expansion of existing establishments, physical improvements and beautification, and social services. It is estimated that ten to fifteen million dollars will be generated for this fund.

Contributions to the fund from One Lincoln Street will be distributed so that one third of the money is earmarked for the benefit of Chinatown, one third for Roxbury, and one third to be allocated citywide through a competitive process.

Housing Linkage

The developer intends to make its Housing Linkage contribution by means of the Housing Creation Option. One Lincoln Street generates approximately $4,300,000 in housing linkage and the full development of Ruggles Center will generate approximately $4,300,000. The contributions from both projects total $8.6 million. It is currently anticipated that the total proceeds from both projects will be distributed equally to benefit the development of affordable housing units in Roxbury and Chinatown.

With respect to One Lincoln Street, the developer will make an advance payment of one million dollars with the balance paid as a lump sum payment no later than ninety days after the Building Permit Date for the structure of the project. With respect to Ruggles Center, the developer will make its Linkage Payment as a lump sum payment, to be paid up front no later than the Building Permit Date for the structure of the project.

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Jobs Linkage

One Lincoln Center will generate approximately $900,000 in jobs linkage and Ruggles Center will generate approximately $900,000. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally.

Child Care Facilities

Kingston Bedford Joint Venture will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. Ruggles Center Joint Venture will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. The developers will work with the City and community groups to design appropriate child care programs.

$400,000 Challenge Grant

Kingston Bedford Joint Venture will make available $400,000 as a challenge grant, subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. A portion of such funds shall be used to expand existing programs which provide practical education, training and certificates in a variety of real estate professions, such as property management, appraisal, brokerage and development. Even if matching funds are not found after a period of time, the developer will make its contribution to real estate training for minorities.

Neighborhood Business Opportunities

The developer will provide opportunities for neighborhood businesses that are interested in expanding their operations and to individuals entrepreneurs who are interested in starting new businesses. The development team has proposed several programs to help provide opportunities for neighborhood businesses and entrepreneurs.

Construction Jobs

Kingston Bedford Joint Venture and Ruggles Center Joint Venture shall each cause the general contractor for their respective projects, to the best of the contractor's ability, to grant preference in hiring Boston residents during the construction period. The developers have agreed to achieve the standard of fifty percent residents, thirty percent minorities and ten percent women for the work force on the construction of project.

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Permanent Jobs

Kingston Bedford Joint Venture and Ruggles Center Joint Venture will make good faith efforts to encourage tenants of the projects to hire Boston residents for new job openings, will become signatories to the Boston Compact, and will participate in the Private Industry Council's Summer Jobs Program, in addition to activities specified in the Memorandum of Understanding for Community Benefits.

Technical Assistance & Outreach to MBE/WBE

The developers will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities the outreach and liaison work required to attract MBEs and WBEs during the preconstruction phase and all other development phases of each project. The proponents will each spend time within the community encouraging and recruiting MBEs and WBEs to participate in the projects.

MBE Retail

Ruggles Center Joint Venture and Kingston Bedford Joint Venture have each set as a minimum goal the leasing of thirty (30%) percent of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street, respectively, to MBEs and will use best efforts to market such retail space to MBEs. To reach this goal the proponents each intend to work with local retail merchants and established merchant associations within geographic proximity to their respective projects to ensure that local merchants are aware of retail space opportunities and have the first opportunity to locate to Ruggles Center and One Lincoln Street.

Incubator Space

Ruggles Center Joint Venture will work with the Advisory Panel to develop a business incubator program in a phase of Ruggles Center to be designated by Ruggles Center Joint Venture. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. The developer will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations.

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PARCEL-TO-PARCEL LINKAGE I

DEVELOPMENT REVIEW REQUIREMENTS

One Lincoln Street

The project is subject to the Development Review Requirements of Article 31 of the Boston Zoning Code, including the submission of Environmental Impact Reports in accordance with State regulations. The Secretary of the Executive Office of Environmental Affairs issued a Certificate of Adequacy for the Draft Environmental Impact Report in May 1989. The developer intends to submit the Final Environmental Impact Report in August.

Therefore, it is recommended that final approval be subject to the satisfactory mitigation of the project's impacts, as determined by the BRA through its Adequacy Determination. It is requested that the BRA Board authorize the Director to issue the Adequacy Determination upon completion of the review by the BRA of the Draft and Final Project Impact Reports.

Ruggles Center

The Project is subject to Development Review Procedures of the BRA and the State's environmental review process. The Secretary of the Executive Office of Environmental Affairs issued a Certificate of Adequacy for the Draft Environmental Impact Report in May of 1989. The developer intends to submit the Final Environmental Impact Report in August. Therefore, it is recommended that final approval be subject to the satisfactory mitigation of the project's impacts, as determined by the BRA.

PLANNED DEVELOPMENT AREA / DEVELOPMENT IMPACT PROJECT REQUIREMENTS

One Lincoln Street

Kingston Bedford Joint Venture has requested several actions from the BRA Board necessary for the project to proceed. Because the developer is seeking a PDA zoning designation for the site, a Development Plan is required to be submitted and approved by the BRA Board. In addition, Article 26A of the Boston Zoning Code requires that the Board approve a Development Impact Project ("DIP") Plan which outlines the linkage obligation of the Kingston Bedford Joint Venture. These two documents, the Development Plan and DIP Plan, are combined into a single document and attached in Tab 5 to this memorandum for the Board's approval.

A Cooperation Agreement (in relation to the Development Plan) and DIP Agreement (in relation to the DIP Plan) are also appended in Tabs 7 and 6 respectively. The developer requests that the BRA Board authorize the Director to enter into these agreements substantially in the form appended, thereby making enforceable the provisions of the Development Plan and DIP Plan.

Pursuant to Article 27D, new zoning regulations for the portion of the Downtown IPOD which includes the site, the South Station Economic Development Area, are pending approval by the City. Within the South Station Economic Development Area, the site is located in an area designated as the Parcel-to-Parcel Linkage Development Area. One Lincoln Street complies with the requirements applicable within the Parcel-to-Parcel Linkage Development Area, that proposed buildings be in substantial accord with maximum building height of 465 feet and a maximum FAR of 14.0.

Ruggles Center

Ruggles Bedford Joint Venture has requested several actions from the BRA Board necessary for the Project to proceed. Because the developer is seeking a PDA zoning designation for the site based upon a Master Plan, the plan must be submitted and approved by the BRA Board. In addition, because the Developer is seeking to proceed with Phase I of the Ruggles Center, a Development Plan for Phase I is required to be submitted and approved by the BRA Board. Further, Articles 26A and 26B of the Boston Zoning Code require that the Board approve a Development Impact Project (DIP) Plan which outlines the linkage obligation of the Ruggles Bedford Joint Venture. The Master Plan and DIP Plan are combined into a single document and attached in Tab 5 of this memorandum for the Board's approval. The Development Plan for Phase I is also attached in Tab 6 of this memorandum for the Board's approval.

A Cooperation Agreement (in relation to the Development Plan) and DIP agreement (in relation to the DIP Plan) are also appended in Tabs 8 and 7 respectively. The developer requests that the BRA Board authorize the Director to enter into these agreements substantially in the form appended, thereby making enforceable the provisions of the Development Plan and DIP Plan.

SALE & CONSTRUCTION AGREEMENT (One Lincoln Street)

One Lincoln Street will be constructed in part on land owned by the City, including the Kingston Bedford garage site, the Lincoln Essex lot, and portions of Columbia Street. The total area of the City owned land is 50,172 square feet. To govern the transfer of land to KBJV, it is necessary for the City, KBJV, and the BRA to enter into a

Sale and Construction Agreement. The property was subject to two appraisals which valued the land at $13.6 million dollars and $14 million dollars. In accordance with the Agreement, KBJV will pay $15 million dollars for the City - owned land. In addition, the Sale and Construction Agreement will include provisions whereby KBJV will pay over time as a percent of profits one million dollars to the City's Neighborhood Parking Fund, $700,000 for land acquisitions to widen Essex Street and an additional one million dollars to the Community Development Fund. If Essex Street is widened, the developer will also commit, through the Sale and Construction Agreement, to construct a park in place of 88 Kingston Street, and to provide a portion of the land needed for the widening.

CONVEYANCE & CONSTRUCTION AGREEMENT (Ruggles Center)

Ruggles Center will be constructed on land owned by the MBTA which will be transferred to the BRA for ten dollars per square foot for sale or lease to RCJV. A Conveyance and Construction Agreement, to be executed amongst the developer, the MBTA and the BRA, and the Development Agreement which was executed amongst MCPV, the MBTA, and the BRA, defines the terms of the transfers.

URBAN RENEWAL MODIFICATIONS

Ruggles Center

The proposed development of Ruggles Center necessitates minor modifications to the Campus High Urban Renewal Plan and the South End Urban Renewal Plan. These actions are described in greater detail below. In the opinion of the General Counsel, such proposed modifications are minor and do not substantially or materially alter these Plans.

Campus High Urban Renewal Plan

Implementation of the project will require minor modifications of the Land Use Plan for the Campus High School Urban Renewal Area. The Parcel 18 Site is located within the Campus High Urban Renewal Area. At the time of adoption, the Parcel 18 Urban Renewal Area was designated for open space and the construction of the Southwest Expressway. Since the Authority no longer intends to utilize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business.

South End Urban Renewal Plan

Implementation of the project will require minor modifications of the South End Urban Renewal Plan. A portion of the Parcel 18 Urban Renewal Area is designated as Reuse Parcel No.X13 on the map entitled "Map 3, Reuse Parcels, South End Urban Renewal Area, R-56" dated May, 1965 incorporated in the South End Urban Renewal Plan.

Since the Authority no longer intends to utilize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business. Further, the development of the Parcel 18 Site will remain subject to development review by the Authority. The reuse Parcel Map should be amended to remove such portion of the Parcel 18 Urban Renewal Area from Reuse Parcel No. X13.

CONCLUSION

Attached in Tab 4 of this memorandum are Resolutions of the Boston Redevelopment Authority regarding the applications of KBJV and RCJV for planed development area and development project approval for One Lincoln and Ruggles Center respectively. This document incorporates the extensive public and BRA review process and presents findings which conclude that the proposed PDA designation and plans and DIP Plans for the Projects satisfy the Code and that the Development Plan and DIP Plan for One Lincoln Street and the Master Plan/DIP Plan and the Development Plan for Ruggles Center "conform to the general plan for the city as a whole"; and are not "injurious to the neighborhood or otherwise detrimental to the public welfare"; and otherwise satisfy the applicable requirements of the Code. Also attached are resolutions regarding the minor modifications to the Campus High School Urban Renewal Plan and the South End Urban Renewal Plan.

MEMORANDUM June 29, 1989
PARCEL-TO-PARCEL LINKAGE I

An appropriate vote follows:

VOTED: That the Authority hereby adopts the attached Resolution entitled (i) "Resolution of the Boston Redevelopment Authority Regarding One Lincoln Street" and dated June 29, 1989, consisting of 19 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes that are outlined in the last 4 pages of said Resolution; (ii) "Resolution of the Boston Redevelopment Authority Regarding Ruggles Center" and dated June 29, 1989, consisting of 16 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes that are outlined in the last 4 pages of said Resolution; (iii) "Resolution of the Boston Redevelopment Authority Regarding the minor modifications to the Campus High School Urban Renewal Plan, and dated June 29, 1989, consisting of 2 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes that are outlined in the last page of said Resolution; (iv) "Resolution of the Boston Redevelopment Authority Regarding the minor modifications to the South End Urban Renewal Plan, and dated June 29, 1989, consisting of 2 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes that are outlined in the last page of said Resolution;

RESOLUTIONS OF THE BOSTON REDEVELOPMENT AUTHORITY
REGARDING ONE LINCOLN STREET DEVELOPMENT PLAN
AND DEVELOPMENT IMPACT PROJECT PLAN

1. THE ONGOING BRA APPROVAL PROCESS

WHEREAS, Kingston Bedford Joint Venture (the "Applicant") filed an application dated June 19, 1989 (the "Application") seeking from the Boston Redevelopment Authority (the "BRA") and the Boston Zoning Commission (the "Commission") approval of a development plan (the "Development Plan") and a development impact project plan (the "Development Impact Project Plan") for a planned development area ("PDA") to be designated in the area bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway, and Lincoln Street (other than the portion of said area occupied by 88 Kingston Street, 105 Bedford Street and the portion of Columbia Street adjacent to 105 Bedford Street), together with portions of adjacent streets (the "Site") in connection with a proposed mixed-use development (together, the "PDA/DIP Plan"). The Applicant is a Massachusetts general partnership, consisting of (i) Metropolitan Structures, an Illinois general partnership, (ii) Columbia Plaza Associates, a Massachusetts general partnership and (iii) Metropolitan/Columbia Plaza Venture (the "Venture"), a Massachusetts general partnership, consisting of Metropolitan Structures and Columbia Plaza Associates. The proposed planned development area is located within the South Station Economic Development Area. Proposed Article 40 of the Boston Zoning Code (the "Code"), which is pending approval by the BRA and the City, contains zoning regulations applicable to the South Station Economic Development Area.

Section 40-8 of the Code sets forth procedures for the designation of PDAs in the South Station Economic Development Area, which includes the Site. In order to establish a PDA, an applicant must submit a development plan in accordance with Section 3-1A.a of the Code. Pursuant to Section 3-1A.a, a development plan must "set forth the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation, [and] proposed dimensions of structures..." (the "Plan Criteria").

Similarly, Sections 26A-3 and 26B-3 of the Code establish requirements for a development impact project, and Section 26A-3 requires that a development impact project plan contain the same information as a development plan. In addition thereto, a development impact project plan must set forth the projected number of employees.

The PDA/DIP Plan submitted by the Applicant on June 19, 1989 represents a crucial stage in the planning process for the Project (as hereinafter defined). Without BRA approval of the PDA/DIP Plan, the Applicant cannot proceed to the next stage of design development, and the final stage at which the final plans and specifications are submitted to the BRA for final development review approval and certification as to consistency with the PDA/DIP Plan. If the BRA determines that the PDA/DIP Plan meets the Plan Criteria, that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare", and that it also meets the South Station PDA Criteria (as hereinafter defined), the BRA may, after public hearing, approve the PDA/DIP Plan. Section 26A-3 of the Code similarly provides that no Development Impact Project Plan may be approved by the BRA without making the same determinations (other than as to the South Station PDA Criteria).

Sections 40-10 and 40-11 of the Code set forth further criteria for a development plan relating to a proposed PDA within the South Station Economic Development Area and require the BRA to make the following additional findings: that the development plan is in substantial accord with the provisions of Sections 40-10 and 40-11 of the Code; that the development conforms to the South Station Economic Development Area Plan (the "South Station Plan") and the general plan for the city as a whole; that each proposed project described in the development plan is in substantial accord with the building height and FAR standards set forth in Sections 40-6 or 40-7, as applicable; that, on balance, nothing in the development plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; and that the development plan proposes a plan for development consistent with the goals of the South Station Plan, including, among others, the provision of public benefits in accordance with Parcel-to-Parcel Linkage program guidelines, where the program guidelines have been approved by the BRA for a site for which the BRA has recommended the tentative designation of a developer, the program guidelines provide for the participation of community-based organizations in the development, the proposed project or the applicant contributes to a community

development fund and the applicant provides such other community benefits as may be detailed in the Parcel to Parcel Linkage program guidelines, as amended from time to time and as affected by agreements between the BRA and the applicant (collectively, the "South Station PDA Criteria").

As noted above, even after the PDA/DIP Plan is approved, the BRA review process will continue. All drawings and specifications will be subject to development review and approval by the BRA. In addition, in order to obtain a building permit, all final plans and specifications must be submitted to the BRA for a determination that they are consistent with the PDA/DIP Plan. If the final plans and specifications are not consistent with the PDA/DIP Plan, they cannot be approved unless the PDA/DIP Plan is amended, after public notice and hearing.

2. THE PRESENT SITE IS SIGNIFICANTLY UNDERUTILIZED AND UNDERDEVELOPED

WHEREAS, the Site is located in the South Station Economic Development Area and encompasses two city blocks bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway, and Lincoln Street (with the exception of 88 Kingston Street, 105 Bedford Street and the portion of Columbia Street adjacent to 105 Bedford Street), together with portions of adjacent streets. The area of the Site is 74,082 square feet. (A more precise description of the Site is contained in the Development Plan.)

At present, there are two (2) buildings on the Site. The largest building on the Site is an above-grade garage with a present capacity of 550 cars. An office building is also located on the site of 80-86 Kingston Street. Other than the portion of the Site consisting of adjacent public streets, the remaining portion of the Site is used for surface parking.

The garage is an outmoded, deteriorated, poorly lit structure with inadequate security, and is in serious disrepair and a hazard to the area. The other building on the Site has also deteriorated and is in need of substantial repair. The vacant land is unkempt and underutilized. The parking lots located thereon are unsightly and contribute to the pedestrian, traffic and related problems generated by the garage. Thus, the Site is a significantly underutilized and underdeveloped area which returns to the City relatively little in terms of tax revenue, employment or other public benefits.

The BRA finds that, if the PDA/DIP Plan is not approved, the Site will continue as an underutilized area; that the existing structures and the Site's uses will remain essentially unchanged; and that the potential benefits from the Site will not be fully realized.

3. THE APPLICANT'S PDA/DIP PLAN

WHEREAS, the Applicant's PDA/DIP Plan consists of seven pages of text plus attachments designated Exhibits A through F. The Applicant has also simultaneously submitted the Application, which includes attachments designated Appendices 1 through 15, which sets forth additional information relating to the Project, including the Revised Developer's Alternative Schematic Design Submission dated June 1, 1989, attached as Appendix 7. In addition, the Applicant has submitted proposed forms of a Development Impact Project Agreement, a Cooperation Agreement and a Memorandum of Understanding regarding community benefits (collectively, the "BRA Agreements"). After reviewing these forms of agreement, the BRA is satisfied that the BRA Agreements will ensure compliance with the PDA/DIP Plan and the provision of the public benefits and mitigation measures referred to herein and, with such changes which may be made thereto by the Director of the BRA, will authorize the Director to execute the BRA Agreements in a timely manner.

The BRA finds that the Applicant's PDA/DIP Plan adequately sets forth the required elements or Plan Criteria of Sections 3-1A and 26A-3 and Article 40 of the Code, including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Site and structures, projected number of employees, proposed densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures.

4. THE PROJECT

WHEREAS, as described in the PDA/DIP Plan, the Project consists of the demolition of the existing buildings on the Site, and the construction of a mixed-use development consisting of an office building with both a slender, 37-story tower and a 7-story low-rise element, a new underground parking garage and lower floor retail. The development will include a total of approximately 952,000 square feet of gross floor area. The parking garage,

which will include up to five (5) below-grade levels, and up to approximately 920 parking spaces, will extend under the entire building footprint, and also adjacent portions of Columbia, Kingston and Bedford Streets included in the Site.

Jung/Brannen Associates, Inc., one of Boston's largest architectural planning and interior design firms, has been selected to design the Project. Jung/Brannen Associates, Inc. has established a national profile through award winning projects varied in type and design, characterized by visual richness, and has designed the Project to be compatible with the buildings on neighboring blocks. The exterior of the low-rise element will be granite while the exterior of the tower will be various types of gray granite.

The BRA finds that, from a design standpoint, the Project is in harmony with the design philosophy and history of the South Station Economic Development Area, that massing, setbacks and materials are coordinated to relate to those of the surrounding neighborhood and the South Station neighborhood area, and that the buildings in the Project will have heights and gross floor areas not in excess of those permitted in the PDA/DIP Plan. The BRA further finds that the Project will provide the City with additional commercial space and public parking facilities, while retaining the historical and architectural integrity of the area. The BRA also finds that the Project will permit optimal utilization of the Site without significantly overburdening the area.

5. THE PUBLIC REVIEW PROCESS AND EVOLUTION OF THE PROJECT

WHEREAS, the Site is one of two sites in the first project of the pioneering Parcel-to-Parcel Linkage Program Project 1 (the "Program"). As part of the Program, Ruggles Center, located on Parcel 18 in Roxbury ("Ruggles Center"), will also be developed, thus triggering a critical mass of development activity in an area which may not otherwise attract development. The development of Ruggles Center will thereby serve as the anchor to rebuild a new service-oriented neighborhood in Roxbury and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs, the expansion of the local economy and the creation of a vital new local market.

By virtue of its being part of the Program, the Project is one of the most highly-reviewed, studied and discussed projects in the City. The public has been included throughout the review process. Moreover, the Project has changed in response to the concerns voiced during the public review process. The proposed design is the result of a long and thorough development review

process, a process which will continue. Through its evolution, the design and massing of the Project have been refined and reduced in scale. The office tower was relocated away from Chinatown in order to create transitional heights between Chinatown and the Financial District. To reduce massing, the office tower was made more slender and the height of the low-rise element was reduced approximately 20 feet. The Project was set back further along Essex Street in order to accommodate and make possible the proposed future widening of Essex Street for purposes of increasing traffic capacity in the area. A pedestrian thoroughfare between Bedford and Essex Streets, to be open 24 hours a day, has been included in the Project. The remaining portion of Columbia Street, along with sidewalks adjacent to the Project, will be landscaped to provide an attractive pedestrian amenity. Finally, if the City acquires the property at 88 Kingston Street and demolishes the building thereon in connection with the widening of Essex Street, the Applicant has agreed to improve the portion of the property remaining after the widening as a public park. In sum, the resulting design represents a commitment on the part of the Applicant to preserve open air, pedestrian and vehicular access, to strengthen and reinforce historic patterns of buildings and to mitigate detrimental environmental effects the Project might have had on the area.

As part of the public review process, an Environmental Notification Form dated June 30, 1986 and a Draft Environmental Impact Report dated March, 1989 were filed with the Massachusetts Executive Office of Environmental Affairs ("EOEA"). In addition, the Applicant submitted a Project Notification Form dated November 21, 1988 and, in accordance with the scoping determination issued on January 30, 1989 by the BRA under Article 31 of the Code, a Draft Project Impact Report dated June 29, 1989.

The BRA finds that, as a result of the process of citizen involvement and public review which has continued for over three years, numerous changes have been made in the Project demonstrating the Applicant's sensitivity to design, aesthetics, community concerns, environmental impacts and scale. The BRA further finds that, out of this public review, through the diligent and good faith cooperation of the Applicant, a better Project has evolved representing a culmination of the combined needs of the City, Boston businesses, and the community at large.

6. THE "GENERAL PLAN FOR THE CITY AS A WHOLE" AND THE SOUTH STATION PLAN

WHEREAS, in approving a development plan or a development impact project plan, the BRA must find "that such plan conforms to the general plan for the City as a whole" No specific "general plan" is referred to in Section 3-1A or 26A-3 or elsewhere in the Code, but Section 40-2 recognizes the South Station Plan, as amended from time to time, as the general plan for the South Station Economic Development Area and as the portion of the general plan for the City of Boston applicable to the South Station Economic Development Area.

On March 11, 1965, the BRA adopted as the official master plan of the City for the next decade the "1965/1975 General Plan for the City of Boston and the Regional Core" (the "1965-1975 Plan"). In the intervening 22 years, no other formal City-wide plan has been adopted, although other plans and studies have been conducted, including the BRA study entitled "Planning for Boston's Next Decade of Development 1980-90." Neither the 1965-1975 Plan, nor any other single document frozen in time, has constituted "the general plan for the city as a whole." Rather, "the general plan for the City as a whole" has been a continually evolving concept, evidenced by development precedents and existing zoning ordinances, until the adoption of the Midtown Cultural District Plan by the BRA on January 12, 1989 as the first component of a plan for the City as a whole and the subsequent adoption of the South Station Plan.

Section 40-10 of the Code requires that a development plan conform to the South Station Plan. The South Station Plan, as encompassed in Article 40 of the Code, sets forth the goals and objectives of the South Station Plan in Section 40-1 of the Code as follows: (1) to direct downtown development in a way that promotes balanced growth for Boston; (2) to channel growth away from congested areas and towards underutilized sites in the Bedford-Essex corridor and along the Fort Point channel; (3) to permit redevelopment which provides significant community benefits, in accordance with City land disposition policies; (4) to create a mixed-use district which includes office, retail, hotel, research and development and biomedical uses; (5) to provide an area of the Downtown to enhance the expansion of Boston's biomedical and research and development sectors; (6) to create a complex of facilities and services which will foster economic growth in Boston and throughout the region; (7) to increase the number of jobs in those sectors of the economy likely to employ Boston residents; (8) to promote the creation and incubation of new research and development intensive businesses;

(9) to permit a controlled mix of research and development uses along with facilities supportive of these uses; (10) to create a transition of uses and character between the Downtown and Chinatown and other districts; (11) to utilize existing transit centers; and (12) to improve vehicular access to the City by establishing parking facilities near major commuter arteries.

The BRA finds that, by turning a significantly underutilized site in the Bedford-Essex corridor into a first-class, mixed-use development, the Project will direct downtown development in a way that promotes balanced growth for Boston, will channel growth away from congested areas and towards underutilized areas in the Bedford-Essex corridor and will help to create a mixed-use district which includes office, retail, and other uses. Because the Project is part of the Program and because the Project will provide numerous community benefits as detailed below, the BRA also finds that the Project will provide significant community benefits in accordance with City land disposition policies. By stimulating growth in this underutilized area, the Project will also create a complex with facilities and services which will foster economic growth in Boston and throughout the region. In its careful and design and sensitivity to the neighboring areas, the Project will also create a transition of uses and character between the downtown and Chinatown and other districts. The Site is ideally situated for both local and regional public transit access. With its proximity to Washington Station and South Station, it is at the hub of the regional transit system, where subway, light rail, commuter rail, and express buses converge. In addition, the Site has good access to local bus routes which connect the core of the downtown commercial area with the other city neighborhoods. Accordingly, the Project is well situated to utilize existing transit centers. The parking garage to be included in the Project will improve vehicular access to the City as the Project is well situated to the major highway system. Access to the Central Artery (I-93) and the Massachusetts Turnpike (I-90) is nearby without requiring long travel distances on local streets.

Section 40-11 also provides that a development plan proposing a plan for development is consistent with the goals of the South Station Plan if the development plan proposes one or more of the following: (a) the diversification and expansion of Boston's economy and new areas of economic activity, such as private investment in the research and development of pharmaceutical and biomedical products; (b) the provision of public benefits in accordance with Parcel-to-Parcel Linkage program guidelines; or (c) the creation or retention of job opportunities. Pursuant to Section 40-11.2, a project providing public benefits in accordance with Parcel-to-Parcel Linkage program guidelines must satisfy the

following criteria: (a) the Parcel-to-Parcel Linkage program guidelines must have been approved by the BRA for a site for which the BRA has recommended the tentative designation of a developer; (b) the program guidelines must provide for the participation of community-based organizations in the development; (c) the project or the Applicant must contribute to a community development fund; and (d) the applicant must provide such other community benefits as may be detailed in the program guidelines, as amended from time to time, and as affected by agreements between the BRA and the applicant. As detailed in Resolution No. 7 below, the PDA/DIP Plan provides a plan for development proposing the provision of public benefits in accordance with Parcel-to-Parcel Linkage program guidelines, which DPA/DIP Plan satisfies the criteria of Section 40-11.2 set forth above for such a development plan. Accordingly, the PDA/DIP Plan is consistent with the goals of the South Station Plan.

The BRA finds that, by turning a significantly underutilized site in the South Station Economic Development Area into a first-class mixed-use development, the Project will convert an underdeveloped downtown site into a physical and financial asset, and will improve land values and provide economic stimulus. The BRA further finds that by using materials and designs which are harmonious with the surrounding neighborhood and with traditional Boston design concepts, the Project will strengthen the South Station Economic Development Area without compromising the historic and architectural integrity of the area. The BRA further finds that, in spite of the passage of 22 years and Boston's greatly-changed condition, the Project, as set forth in the PDA/DIP Plan, is consistent with the development concepts contained in the 1965-1975 Plan.

The BRA further finds that the PDA/DIP Plan is consistent with the South Station Plan by furthering the goals set forth in Section 40-1 of the Code and by proposing a plan for development in the PDA/DIP Plan consistent with the goals of the South Station Plan including the provision of public benefits in accordance with the Parcel to Parcel Linkage program guidelines for the Program, in accordance with the provisions of Section 40-11.2.

The BRA further finds that the Project conforms to the South Station Plan and also conforms to the general plan for the city as a whole.

7. THE PROJECT SATISFIES THE SOUTH STATION ECONOMIC DEVELOPMENT AREA PDA CRITERIA

WHEREAS, in order to approve the PDA/DIP Plan, the BRA must find that the Plan satisfies the South Station PDA Criteria set forth in Sections 40-10 and 40-11 of the Code and summarized in Resolution No. 1 above.

In the Parcel-to-Parcel Linkage Area of the South Station Economic Development Area in which the Site is located, a project is allowed an as-of-right building height of 465 feet and an as-of-right FAR of 14. The Project proposed in the PDA/DIP Plan is approximately 465 feet in height with an FAR of 14 which will not exceed 14. Accordingly, the BRA finds that the Project is in substantial accord with the standards for building height of 465 feet and FAR of 14 set forth in Section 40-6 of the Code.

The BRA further finds that the PDA/DIP Plan meets the standards of Section 40-10 as it proposes a plan for development consistent with the goals of the South Station Economic Development Area Plan, including the provision of public benefits in accordance with Parcel to Parcel Linkage program guidelines, in accordance with the provisions of Section 40-11.2 of the Code. In accordance with said Section 40-11.2, the program guidelines for the Program which are applicable to the Site are embodied in the Resolution of the Boston Redevelopment Authority regarding Disposition Policies for Kingston Bedford Garage, Essex Street Lot and Parcel 18 approved by the BRA on September 25, 1986 and the Challenge Track for the Program approved by the BRA on October 8, 1987, the BRA having recommended the tentative designation of the Venture as developer of the Site on March 10, 1988; such program guidelines provide for the participation of community-based organizations in the development; the Applicant has agreed to make significant contributions to a community development fund consisting of the payment of at least $10 million dollars and 10% of the developer's fee to a community development fund; the Applicant will provide such other community benefits as are detailed in the program guidelines for the Program, as such have been effected by agreements between the BRA and the Applicant, all as set forth in Resolution No. 8 below.

The BRA further finds that, for reasons discussed in Resolutions No. 6 and 8, respectively, (i) the PDA/DIP Plan conforms to the South Station Plan and the General Plan for the City as a whole, and (ii) on balance, nothing in the PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens.

For all of the reasons set forth in Resolutions No. 6, 7 and 8 and as a result of the other information set forth herein, the BRA also finds that the PDA/DIP Plan is in substantial accord with the provisions of Sections 40-10 and 40-11 of the Code.

Accordingly, the BRA finds that the PDA/DIP Plan satisfies all of the South Station PDA Criteria.

8. THE PROJECT IS NOT "INJURIOUS TO THE NEIGHBORHOOD OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE"

WHEREAS, in order to approve the PDA/DIP Plan, the BRA must find that "on balance, nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens" This standard, as set forth in Section 40-10 of the Code, elaborates upon the standard set forth in Section 3-1A (that "nothing in [a proposed Planned Development Area plan] will be injurious to the neighborhood or otherwise detrimental to the public welfare") by incorporating the balancing approach required by the Supreme Judicial Court in Manning v. Boston Redevelopment Authority, 400 Mass. 444 (1987). As the court noted, the planned development area provisions of the Code were intended to "establish a more flexible zoning law" in order to encourage well-planned and thoroughly reviewed large scale private development projects on underutilized sites. These provisions contemplate a balancing of relative benefits and burdens, acknowledging that such large-scale development projects inevitably cause some burdens, but realizing that in a well-conceived and well-designed project such burdens are outweighed by public benefits generated by the project.

Based upon its consistent administrative practice for nearly two decades, as well as upon the mandate of Manning, the BRA will balance a proposed plan's possible adverse effects and other matters claimed to be detrimental to the public welfare against the benefits to the neighborhood, the City, and the public. It will approve only those which "on balance, are not injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens."

With respect to this Project, the balance is tipped heavily in favor of benefits to the neighborhood, the City and the public. As an integral part of the development review process, significant revisions have been made to the Project's design in order to mitigate adverse environmental and other impacts. Among other things, the low-rise building was reduced from approximately 120 feet to 100 feet in order to conform to the existing building alignment; the office tower was relocated away from Chinatown in order to allow a measure of transition of building heights between

Chinatown and the Financial District; the office tower was made more slender in order to reduce massing; and the Project was set back along Essex Street to accommodate the future widening of Essex Street in an effort to increase traffic capacity in the area. Each of these examples demonstrates a significant amount of mitigation included in the current Project design, which has resulted in a project with limited potential for negative impacts.

The Project does, however, provide numerous positive impacts. Set forth below are some of the benefits which will inure to the public as a result of the Project.

The Project's Benefits

A. Employment Plan

The Project is expected to generate an estimated 2,000 construction jobs and to support an estimated 4,000 permanent jobs. The development of the Project, together with the development of Ruggles Center, is expected to generate over 4,000 construction jobs and to support over 7,000 permanent jobs. The Applicant anticipates that many new jobs will be created by new businesses, expansion of existing businesses and new tenants coming into the City. The Applicant has set a minimum thirty (30%) percent goal for utilization of minority and women business enterprises for all contracts related to the development of the Project and for the leasing to minority business enterprises of the total leasable square footage of all retail space in the Project. The Applicant will also work with public agencies to assist minority entrepreneurs to start new businesses. In addition, the Applicant has established the goal of fifty (50%) percent Boston residents, thirty (30%) percent minorities and ten (10%) percent women on the construction workforce for the Project and fifty (50%) percent Boston Residents, thirty (30%) percent minorities and fifty (50%) percent women on the permanent workforce of the Project. The developer of Ruggles Center has also agreed to provide these benefits in connection with Ruggles Center.

B. Increased Tax Revenues

The City will collect from the Project nearly one hundred times the existing annual tax revenue for the Site. It is estimated that the real estate taxes generated by the Project, once completed, will increase from the existing $47,224.98 to approximately $4,500,000 to 5,000,000. In addition, the City and the Commonwealth of Massachusetts can expect a substantial increase in sales taxes, including new retail sales and food and beverage sales. If the parking garage included in the Project is

undertaken pursuant to Chapter 121A of the Massachusetts General Laws, an annual excise will be paid pursuant to and in accordance with Section 10 of Chapter 121A in lieu of some of the taxes described above, which together with real estate taxes generated by the portion of the Project not undertaken pursuant to Chapter 121A, will be no less than the total amount of real estate taxes which would have been owing if the parking garage included in the Project had not been undertaken pursuant to Chapter 121A.

C. Purchase Price

In that approximately 70% of the Site is presently owned by the City, including the existing parking garage, the City will also receive significant revenue from the sale of this City property. The purchase price, which will be $15 million plus additional public benefits, will be set forth in a Sale and Construction Agreement between the City, the BRA and the Applicant (the "Sale and Construction Agreement").

D. Development Impact Project Contribution

1. The housing linkage contribution resulting from the Project is estimated to be approximately $4,300,000, such amount to be discounted to present value and paid up front as a lump sum payment pursuant to the Housing Creation Alternative of Article 26A of the Boston Zoning Code. The Applicant will make an advance payment of $1,000,000 of the housing linkage contribution within thirty (30) days after the execution of the Sale and Construction Agreement. It is anticipated that this amount will be contributed to housing creation projects to be determined by the Authority and the Chinatown and Roxbury communities. Together with the Ruggles Center project, a total housing linkage contribution of approximately $8,800,000 will be made pursuant to Article 26A, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project.

2. The jobs linkage contribution resulting from the development of the Project is estimated to be approximately $900,000. Together with the Ruggles Center project, a total jobs linkage contribution of approximately $1,800,000 will be made pursuant to Article 26A, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project.

E. Child Care Plan

The Ruggles Center developer, Ruggles Center Joint Venture, and the Applicant will provide, on site or off site, child care facilities in Chinatown and Roxbury for a total of 200 children and work with the City and local communities to design quality child care programs.

F. Community Development Fund

The Applicant will also contribute to a community development fund to be established by the BRA with the input of the Chinatown/South Cove Neighborhood Council (the "Neighborhood Council") and the Parcel 18+ Development Task Force (the "Task Force"). These contributions will total at least $10 million over a ten-year period, in addition to ten percent of the developer's fee. The developer of Ruggles Center will also make substantial contributions to this community development fund.

G. Challenge Grant

The Venture has contributed $24,000 to the Neighborhood Council and the Task Force as a planning grant, matching a similar contribution made by the BRA. The Applicant will contribute an additional $76,000 matching grant to these groups over a two-year period. The Applicant will also make available a $400,000 challenge grant, subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. If matching funds are not obtained, the Applicant will nonetheless contribute the full $400,000 no later than two years after the issuance of a Certificate of Occupancy for the Project.

H. Community Participation

In addition to these benefits, the Project and Ruggles Center will be developed by joint ventures which include a consortium of community investors and community-based non-profit organizations, thereby encouraging equity participation by community developers. At least ten (10%) percent of the interest of both Ruggles-Bedford Associates, Inc. and Chinese Investment Limited Partnership, the general partners of Columbia Plaza Associates which holds a fifty (50%) percent interest in the Applicant, will be held by non-profit community-based

organizations.

I. Memorandum of Understanding Regarding Community Benefits

The benefits described above, together with additional benefits, are described in more detail in a Memorandum of Understanding to be executed by the Applicant, the developer of Ruggles Center, the BRA, the Neighborhood Council and the Task Force, a draft of which is attached to the Application as Appendix 10 and incorporated herein by reference.

J. Transportation

The design of the new underground parking garage will contribute to the reduction of existing traffic congestion surrounding the Site by discouraging on-street queuing of arriving vehicles during peak hours. In addition, should Essex Street be widened by the City, the development of the Project will ease traffic congestion in the immediate area by allowing improved vehicular traffic flow to and from the Midtown Cultural District and Downtown Crossing. Recognizing the importance of widening Essex Street, the Project has been set back from Essex Street in a manner consistent with the City's plan to widen Essex Street.

K. Other Benefits

By developing an underutilized site in an area in which the BRA is seeking to channel development, the Project will enhance the area and provide a stimulus to additional growth. The Project provides substantial physical amenities to the area and will enhance the pedestrian experience by providing attractive pedestrian traffic routes both through and around the Project.

For the reasons set forth in this Resolution No. 8 and elsewhere herein, the BRA finds that the Project and the proposed PDA/DIP Plan are not injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens.

9. CONCLUSION

WHEREAS, the BRA gave due and proper notice of a public hearing, to be held in the Board Room of the BRA on June 29, 1989, to consider the PDA/DIP Plan and to determine the manner in which Sections 3-1A, 26A-3, 40-10 and 40-11 should be applied to the PDA/DIP Plan. The public hearing was duly convened and held in all respects in accordance with law, and to the extent required by law, with a legal quorum present throughout the meeting. A legally sufficient number of members of the BRA voted in a proper

manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed. At the public hearing, the BRA heard extensive testimony from a number of witnesses and closed the public hearing and the public record on this Application on June 29, 1989.

Based on all this evidence, the BRA finds and concludes that the Project is critically important to the revitalization of the South Station Economic Development Area; that the urban design elements of the Project reflect the needs of the South Station Economic Development Area, while respecting the public goals and guidelines established for downtown development in Boston; that the Project will form an important link between Chinatown and the Financial District; that the Project will aid the City financially by generating jobs, and by providing Boston with a new source of real estate tax revenues and linkage funds; and that the Project will provide numerous other benefits to the neighborhood, the City and community at large.

Based on all the evidence, the BRA further finds and concludes that the Project's PDA/DIP Plan satisfies the Plan Criteria and the South Station PDA Criteria and otherwise complies with Sections 3-1A, 26A-3, 26B-3, 40-10 and 40-11 of the Code.

Based on all the evidence, the BRA further finds and concludes that the Project's PDA/DIP Plan conforms to the South Station Plan and the general plan for the City as a whole.

Based on all the evidence, the BRA weighs this Project's public benefits against the combined burdens of this Project and further finds and concludes that nothing in the Project's PDA/DIP Plan is "injurious to the neighborhood or otherwise detrimental to the public welfare."

10. RESOLVES

NOW THEREFORE be it resolved by the Authority

That in connection with the Development Plan/Development Impact Project Plan for Planned Development Area No. 35 (the "PDA/DIP Plan"), presented at a public hearing duly held at the office of the Boston Redevelopment Authority (the "Authority") on Thursday, June 29, 1989, and after consideration of (a) evidence presented at, and in connection with, the hearing, and in connection with the proposed project described in the PDA/DIP Plan, (b) matters discussed in a memorandum dated June 29, 1989 from Anthony A. Williams and Pamela Wessling to the Authority and Stephen Coyle, and

(c) the findings of the Authority set forth above, which evidence, memorandum and findings are incorporated herein by reference, the Authority finds that (1) the PDA/DIP Plan conforms to the South Station Economic Development Area Plan (the "South Station Plan") and the general plan for the city as a whole; (2) nothing in the PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; (3) the PDA/DIP Plan is in substantial accord with the provisions of Sections 40-10 and 40-11 of proposed Article 40 of the Boston Zoning Code which is pending approval by the Authority and the City ("Article 40"); (4) the proposed project described in the PDA/DIP Plan is in substantial accord with the building height and FAR standards set forth in Section 40-6 of Article 40; (5) on balance, nothing in the PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; (6) the PDA/DIP Plan proposes a plan for development consistent with the goals of the South Station Plan, including the provision of public benefits in accordance with Parcel-to-Parcel Linkage program guidelines in accordance with the provisions of Section 40-11.2 of Article 40; and (7) the PDA/DIP Plan does adequately and sufficiently satisfy all other criteria and specifications for a planned development area subdistrict designation and for a development impact project, as set forth in the Boston Zoning Code, as amended and as affected by Article 40 (the "Code"); and further

That the form and substance of the PDA/DIP Plan, and the procedures employed in reviewing and approving the PDA/DIP Plan, conform with the requirements of the Code as applied to a development plan for a planned development area under Sections 3-1A, 40-10 and 40-11 of the Code and a development impact project plan under Section 26A-3 of the Code; and further

That the Authority hereby waives any procedural requirements of the Authority's "Zoning Procedures for the Master Plan/ PDA" dated March 19, 1986 with which the application submitted by the Applicant, for a planned development area subdistrict designation for the parcel of land which is the subject of the PDA/DIP Plan and for approval of the PDA/DIP Plan, is not in conformity; and further

That pursuant to the provisions of Sections 3-1A, 26A-3, 40-10 and 40-11 of the Code, the Authority hereby approves the PDA/DIP Plan. The PDA/DIP Plan is embodied in a written document entitled "Development Plan/Development Impact Project Plan for Planned Development Area No. 35", dated June

29, 1989 consisting of 7 pages of text plus attachments designated Exhibits A through F, and is attached hereto as Exhibit A. The PDA/DIP Plan shall be on file in the office of the Assistant Director for Neighborhood Planning and Zoning of the Authority; and further

That the Authority hereby authorizes the Director of the Authority to petition the Zoning Commission of the City of Boston (the "Commission") for a planned development area subdistrict designation for the parcel of land which is the subject of the PDA/DIP Plan, and to recommend to the Commission, subject to final enactment of Article 40, that it approve such petition and the PDA/DIP Plan pursuant to Sections 3-1A, 40-10 and 40-11 of the Code; and further

That Kingston Bedford Joint Venture (the "Applicant") is affirmed and approved as the successor to and assign of Metropolitan/Columbia Plaza Venture for the purposes of carrying out the development of the project contemplated in the PDA/DIP Plan; and further

That the Authority hereby approves the proposed forms of Development Impact Project Agreement, Cooperation Agreement and Memorandum of Understanding (collectively, the "Related Agreements") in substantially the forms attached hereto as Exhibits B, C and D, respectively, and the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority the Related Agreements, with such changes as he, in his discretion, shall determine to be necessary or desirable, his execution and delivery of any of the foregoing or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Related Agreements shall be on file in the office of the Authority; and further

That the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority (a) the Sale and Construction Agreement between the City of Boston, the Authority and the Applicant regarding the sale by the City to the Applicant of land and improvements owned by the City and located on the parcel of land which is the subject of the PDA/DIP Plan, such Sale and Construction Agreement to include such terms and conditions as the Director deems appropriate and in the best interests of the Authority and (b) all other agreements and documents incidental to such Agreement or the PDA/DIP Plan, such agreements and documents to include such terms and conditions as the Director deems appropriate and in the best

interests of the Authority, execution and delivery of such Sale and Construction Agreement or any of such agreements or documents or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Sale and Construction Agreement and such other agreements and documents shall be on file in the office of the Authority; and further

That the Authority approves the Applicant's schematic design submission for the project described in the PDA/DIP Plan, which schematic design submission is contained in a booklet entitled "Kingston/Bedford Development Plan Schematic Design Submission" dated December 23, 1988 and prepared by Yu Sing Jung, Jung/Brannen Associates, Inc., for Metropolitan/ Columbia Plaza Venture, as supplemented by a booklet entitled "One Lincoln Street (Kingston/Bedford Development Plan) Revised Developer's Alternative" dated June 1, 1989 and prepared by Yu Sing Jung, Jung/Brannen Associates, Inc., for Metropolitan/Columbia Plaza Venture; and further

That the Authority hereby authorizes the Director of the Authority to issue and deliver in the name of and on behalf of the Authority an Adequacy Determination approving the Final Project Impact Report for the project described in the PDA/DIP Plan in accordance with Article 31 of the Code upon submission by the Applicant of such Final Project Impact Report in form which the Director of the Authority determines fully satisfies the requirements of Article 31 of the Code, his issuance and delivery of such Adequacy Determination or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby authorizes the Director to certify in the name of the Authority that the plans to be submitted to the Commissioner of the City of Boston Inspectional Service Department in connection with the PDA/DIP Plan are in conformity with the approved PDA/DIP Plan, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby authorizes the Director of the Authority to certify to the Commission that the Project complies with the Development Review Requirements of the Code, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder.

RESOLUTION OF
THE BOSTON REDEVELOPMENT AUTHORITY

Re: Proclaimer of Minor Modifications of
The South End Urban Renewal Plan,
Project No. R-56

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. R-56, (the "Plan") was adopted by the Boston Redevelopment Authority (the "Authority") on September 23, 1965, and approved by the City Council on December 6, 1965;

WHEREAS, §1201 of said Plan, entitled "Modification" provides that the Plan may be modified at any time by the Authority where the proposed modification will not substantially or materially alter or change the Plan;

WHEREAS, the Authority is engaged in Design Review of the development of up to five buildings (including a parking garage) on the Parcel 18 Site, Roxbury, a portion of which is in the South End Urban Renewal Area (the "Parcel 18 Urban Renewal Area");

WHEREAS, a portion of the Parcel 18 Urban Renewal Area is designated as Reuse Parcel No. X13 on the map entitled "Map 3, Reuse Parcels, South End Urban Renewal Area, R-56" dated May, 1965 (the "Reuse Parcel Map") incorporated in the Plan;

WHEREAS, Section 602, Table A of the Plan sets forth specific design controls for Reuse Parcel X13 no longer deemed necessary by the Authority;

WHEREAS, the map entitled "Map 2, Proposed Land Use, South End Urban Renewal Area, R-56" dated May, 1965 (the "Land Use Map") incorporated in the Plan proposes that portions of the Parcel 18 Urban Renewal Area are to be utilized for construction of the Inner Belt Right-of-Way or, if not utilized for the Inner Belt Right-of-Way, institutional/light industrial;

WHEREAS, the Authority no longer intends to utilize the Parcel 18 Site as provided in the Plan and Land Use Map;

WHEREAS, the map entitled "Map 1, Property Map, South End Urban Renewal Area, R-56" (the "Property Map") incorporated in the Plan designates portions of the Parcel 18 Urban Renewal Area as "property to be conditionally acquired", "property to be acquired for public facilities" and "property to be acquired for development" and the Authority intends to acquire all of the Parcel 18 Urban Renewal Area before conveying such property to RCJV or its designee or designees;

WHEREAS, the proposed redevelopment will necessitate modifications of the Plan; and

WHEREAS, the Authority has determined that said modifications are minor modifications under §1201 of the Plan.

NOW THEREFORE be it resolved by the Authority;

1. That the Reuse Parcel Map is hereby amended to remove the portions of the Parcel 18 Urban Renewal Area from the boundaries of Reuse Parcel X-13.

2. That the the Property Map is hereby amended to designate all portions of the Parcel 18 Urban Renewal Area as "property to be acquired for development";

3. That the Land Use Map is hereby amended to allow the Parcel 18 Urban Renewal Area to be used for mixed use: general office and general business;

4. That these modifications are found to be a minor modifications which do not substantially or materially alter or change the Plan;

5. That it is hereby found and determined that the minor modification of the Plan as set forth herein will not result in significant damage to or impairment of the environment and, further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment;

6. That all other provisions of said Plan not inconsistent herewith be and hereby are continued in full force and effect; and

7. That the Director be and he hereby is authorized to proclaim by certificate these minor modifications in accordance with the Urban Renewal Handbook RHM 7207.1.

RESOLUTION OF
THE BOSTON REDEVELOPMENT AUTHORITY

Re: Proclaimer of Minor Modifications of
The Campus High School Urban Renewal Plan,
Project No. R-129

WHEREAS, the Urban Renewal Plan for the Campus High School Urban Renewal Area, Project No. R-129, (the "Plan") was adopted by the Boston Redevelopment Authority (the "Authority) on July 7, 1970, and approved by the City Council on June 7, 1971;

WHEREAS, §1201 of said Plan, entitled "Modification" provides that the Plan may be modified at any time by the Authority where the proposed modification will not substantially or materially alter or change the Plan;

WHEREAS, the Authority is engaged in Design Review of the development of up to five buildings (including a parking garage) on the Parcel 18 Site, Roxbury, a portion of which is in the Campus High School Urban Renewal Area (the "Parcel 18 Urban Renewal Area");

WHEREAS, the Parcel 18 Urban Renewal Area is undesignated by number on the map entitled "Map 3, Disposition Parcels, Campus High School Urban Renewal Area, Massachusetts, R-129" dated July, 1970 incorporated in the Plan;

WHEREAS, the Parcel 18 Urban Renewal Area was designated for open space and the construction of the Southwest Expressway as shown on the map entitled "Map 2, Proposed Land Use, Campus High School Urban Renewal Area, R-129" dated July, 1970 incorporated in the Plan (the "Land Use Map");

WHEREAS, the Authority no longer intents to utilitize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business;

WHEREAS, the proposed redevelopment will necessitate modification of the Plan; and

WHEREAS, the Authority has determined that said modification is a minor modification under §1201 of the Plan.

NOW THEREFORE be it resolved by the Authority;

1. That the Land Use Map is hereby amended to designate the permitted use of the Parcel 18 Urban Renewal Area as mixed use: general office and general business;

2. That this modification is found to be a minor modification which does not substantially or materially alter or change the Plan;

3. That it is hereby found and determined that the minor modification of the Plan as set forth herein will not result in significant damage to or impairment of the environment and, further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment; and

4. That all other provisions of said Plan not inconsistent herewith be and hereby are continued in full force and effect.

5. That the Director be and he hereby is authorized to proclaim by certificate this minor modification in accordance with the Urban Renewal Handbook RHM 7207.1.

RESOLUTIONS OF THE BOSTON REDEVELOPMENT AUTHORITY
REGARDING RUGGLES CENTER MASTER PLAN
AND DEVELOPMENT IMPACT PROJECT PLAN AND
DEVELOPMENT PLAN FOR PHASE 1

1. THE ONGOING BRA APPROVAL PROCESS

WHEREAS, Ruggles Center Joint Venture (the "Applicant") filed an Application dated June 19, 1989 (the "Application") seeking from the Boston Redevelopment Authority (the "BRA") and the Boston Zoning Commission (the "Commission") approval of (1) a master plan (the "Master Plan") and a development impact project plan (the "Development Impact Project Plan") (together, the "Master PDA/DIP Plan") for a planned development area to be designated in the area in Roxbury bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority (the "Site") in connection with a proposed mixed-use development, and (2) a development plan (the "Development Plan") for the first phase of the project to be developed on the Site ("Phase 1"). The Applicant is a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership consisting of Metropolitan Structures and Columbia Plaza Associates.

Section 3-1A.a of the Boston Zoning Code (the "Code") sets forth procedures for the designation of planned development areas ("PDA"). For areas in excess of five acres, a PDA may be designated based on the submission of a master plan in accordance with Section 3-1A.a of the Code, which requires "a statement of the development concept, including the planning objectives and character of the development, the proposed uses of the area, the range of dimensional requirements contemplated for each of the proposed uses, the proposed phasing of construction of development and such ... other items ... as said [BRA] may require ..." (collectively, the "Master Plan Criteria").

Once a PDA has been designated based on a master plan, and before development within the PDA may commence, a development plan must be approved. A development plan establishes limits of development permitted in a project area and ensures the provision of certain public amenities. Pursuant to Section 3-1A.a of the Code, a development plan must "set forth the proposed location and appearance of structures, open spaces and landscaping, proposed

uses of the area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation, [and] proposed dimensions of structures ..." (collectively, the "Development Plan Criteria").

Similarly, Sections 26A-3 and 26B-3 of the Code establish requirements for a development impact project, and Section 26A-3 requires that a development impact project plan contain the same information as a development plan. In addition thereto, a development impact project plan must also set forth the projected number of employees.

The Master PDA/DIP Plan together with the Development Plan submitted by the Applicant on June 19, 1989 represents a crucial stage in the planning process for the Project (as hereinafter defined). Without BRA approval of the Master PDA/DIP Plan and the Development Plan, the Applicant cannot proceed to the next stage of design development for Phase I, and the final stage at which the final plans and specifications for Phase I are submitted to the BRA for final development review approval and certification as to consistency with the Development Plan. If the BRA determines that the Master PDA/DIP Plan meets the Master Plan Criteria and that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare," the BRA may, after public hearing, approve the Master PDA/DIP Plan. If the BRA determines that the Development Plan meets the Development Plan Criteria and that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare," the BRA may, after public hearing, approve the Development Plan. Section 26A-3 of the Code similarly provides that no Development Impact Project Plan may be approved by the BRA without making the same determinations as required for the Development Plan.

As noted above, even after the Master PDA/DIP Plan and the Development Plan are approved, the BRA review process will continue. All drawings and specifications will be subject to development review and approval by the BRA. In addition, in order to obtain a building permit, all final plans and specifications must be submitted to the BRA for a determination that they are consistent with the Development Plan. If the final plans and specifications are not consistent with the Development Plan, they cannot be approved unless the Development Plan is amended, after public notice and hearing.

2. THE PRESENT SITE IS SIGNIFICANTLY UNDERUTILIZED AND UNDERDEVELOPED.

WHEREAS, the Site is located in Boston's Southwest Corridor Parcel 18 in Roxbury, and is bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority. The Site contains approximately 5.10 acres, including approximately 2.96 acres of which is the subject of the Development Plan for Phase 1 (the "Phase 1 Site"). (A more precise description of the Site is contained in the Master Plan and a precise description of the Phase 1 Site is included in the Development Plan.) At present, the entire Site is undeveloped and owned by the MBTA, and thus returns to the City nothing in terms of tax revenue, and nothing in terms of employment or other public benefits.

The BRA finds that, if the PDA/DIP Plan is not approved, the Site will continue as an underutilized area; and that the existing character of the Site will remain essentially unchanged; and the potential public benefits from the site will not be fully realized.

3. THE APPLICANT'S MASTER PDA/DIP PLAN AND DEVELOPMENT PLAN

WHEREAS, the Applicant's Master PDA/DIP Plan consists of 9 pages of text plus attachments designated Exhibits A through E and the Applicant's Development Plan consists of 6 pages of text plus attachments designated Exhibits A through I. The Applicant has also simultaneously submitted the Application, which includes attachments designated Appendices 1 through 28, which sets forth additional information relating to the Project. In addition, the Applicant has submitted proposed forms of a Development Impact Project Agreement, a Cooperation Agreement and a Memorandum of Understanding regarding community benefits (collectively, the "BRA Agreements"). After reviewing these forms of agreements, the BRA is satisfied that the BRA Agreements will ensure compliance with the PDA/DIP Plan and the provision of the public benefits and mitigation measures referred to herein and, with such changes as may be made thereto by the Director of the BRA, the Director of the BRA will execute the BRA Agreements in a timely manner.

The BRA finds that the Applicant's Master PDA/DIP Plan adequately sets forth the required elements or Master Plan Criteria of Sections 3-1A.a and 26A-3 of the Code, including the planning objectives and character of the development, the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of the area and structures, the range of dimensional requirements contemplated for each of the

proposed uses, the proposed phasing of construction of development, the projected number of employees, the proposed densities, the proposed dimensions of structures, the proposed traffic circulation, parking and loading facilities and access to public transportation. The BRA further finds that the Applicant's Development Plan adequately sets forth the required elements or Development Plan Criteria of Sections 3-1A.a of the Code, including the proposed location and appearance of structures, open-spaces and landscaping, proposed uses of the Site, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures.

4. THE PROJECT

WHEREAS, as described in the Master PDA/DIP Plan, the Project contemplates up to five major buildings to be constructed on the Site in a phased development sequence. The five buildings will contain no more than 1,220,000 square feet of gross floor area. One building will house a parking garage and three buildings will house primarily office space with ground floor retail. A fifth building will house primarily office space or a hotel. As described in the Development Plan, Phase 1 of the Project involves construction of a plaza, an office building with ground floor retail and a free-standing parking garage containing up to 640 to 690 parking spaces. The office building will be approximately 178 feet in height and contain approximately 242,000 square feet of gross floor area. The garage will be approximately 86 feet in height and contain approximately 230,000 square feet of gross floor area. In keeping with the traditional building materials employed in Boston, it is contemplated that the facades of the building and the garage shall be constructed primarily of brick and precast concrete panels and granite detailing.

Stull and Lee, a noted Boston architectural firm, has done the design work for the Master Plan and for Phase 1. Stull and Lee has done numerous projects in the Boston area, including the acclaimed Ruggles Center Station adjacent to the Site, on the new Orange Line.

The BRA finds that the Project will allow the City to maximize the use of the presently undeveloped Site in Roxbury. The BRA further finds that the Project will effectively facilitate the expansion of Boston's city fabric to the Site in order to relieve the development congestion that is occurring in the existing Downtown area.

The BRA finds that the development of the Site, including Phase 1, is critically important to the revitalization of the Southwest Corridor and Roxbury by allowing the City to maximize the use of the presently underdeveloped Site for commercial uses. The BRA further finds that, from a design standpoint, the Project is one in harmony with the design philosophy of the Southwest Corridor and the Roxbury neighborhood in which it is located, that massing, setbacks and materials are coordinated to relate to those of the surrounding neighborhood and the area, and that the buildings in the Project will have heights and gross floor areas not in excess of those permitted in the Master PDA/DIP Plan or the Development Plan.

5. THE PUBLIC REVIEW PROCESS AND EVOLUTION OF THE PROJECT

WHEREAS, the Site is one of two sites in the first project of the pioneering Parcel-to-Parcel Linkage Program Project I (the "Program"). As part of the Program, One Lincoln Street, located on the so-called Kingston/Bedford/Essex parcel in downtown Boston ("One Lincoln Street"), will also be developed, thus triggering new development in an underdeveloped and underutilized portion of the South Station Economic Development Area. The development of One Lincoln Street will thereby serve as a link between the Chinatown community and the Financial District and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs, the expansion of the local economy and the creation of a vital new local market.

By virtue of its being part of the Program, the Project is one of the most highly reviewed, studied and discussed projects in the City. The public has been included throughout the review process. Moreover, the Project has changed in response to the concerns voiced during the public review process. The proposed design is the result of a long and thorough review process. For example, through its evolution, the design and massing of the Project have been refined and reduced in scale. As originally proposed, the Project's building was to reach a height of 225 feet. To reduce massing, the building has been reduced to 185 feet. The resulting design represents a commitment on the part of the Applicant to preserve open air, pedestrian and vehicular access. In addition, throughout the review process, the Project has evolved to include the provision of substantial community benefits as set forth in Resolution No. 7 below.

As part of the public review process, an Environmental Notification Form dated June 30, 1986 and a Draft Environment Impact Report dated March, 1989 were filed with the Massachusetts Executive Office of Environmental Affairs.

The BRA finds that as a result of the process of citizen involvement and public review which has continued for over three years, numerous changes have been made in the Project, demonstrating the Applicant's sensitivity to design, aesthetics, community concerns, environmental impacts and scale. The BRA further finds that, out of this public review, through the diligent and good faith cooperation of the Applicant, a better Project has evolved representing a culmination of the combined needs of this City, Boston businesses and the community at large.

6. THE "GENERAL PLAN FOR THE CITY AS A WHOLE"

WHEREAS, in approving a master plan, development plan or a development impact project plan, the BRA must find "that such plan conforms to the general plan for the City as a whole" No specific "general plan" is referred to in Section 3-1A or 26A-3 or elsewhere in the Code.

On March 11, 1965, the BRA adopted as the official master plan of the City for the next decade the "1965/1975 General Plan for the City of Boston and the Regional Core" (the "1965-1975 Plan"). In the intervening 22 years, no other formal City-wide plan has been adopted, although other plans and studies have been conducted, including the BRA study entitled "Planning for Boston's Next Decade of Development 1980-90." Neither the 1965-1975 Plan, nor any other single document frozen in time, has constituted "the general plan" for the City. Rather, "the general plan for the City as a whole" has been a continually evolving concept, evidenced by development precedents and existing zoning ordinances.

The most recent statement of the "general plan" for Roxbury is Article 27E of the Code, the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). The general land use objectives stated in the Roxbury IPOD include: preserving and enhancing the Roxbury neighborhood; conserving the value of land and buildings; encouraging the most appropriate use of land throughout the City; lessening congestion in the streets; providing adequate light and air; preventing overcrowding of land; promoting appropriate economic development for the benefit of residents; promoting residential development that is affordable to all segments of the community, particularly low and moderate income residents; discouraging displacement of residents; and promoting land uses which provide jobs for the City's residents.

The BRA finds that the Project is consistent with the purposes and general land use objectives stated in the Roxbury IPOD. The BRA further finds that, by attracting other development and stimulating renewal in the Southwest Corridor in Roxbury, the Project will preserve and enhance the Roxbury neighborhood, increase the value of land and buildings, and promote appropriate economic development for the benefit of residents. The BRA further finds that through its design, which includes the provision of open space and appropriate massing and design, the Project will provide adequate light and air, prevent overcrowding of land, and preserve, enhance and create open space to be enjoyed by residents. The BRA further finds that through the creation of jobs, both through construction of the Project and through the Project's attracting further development in the area, and through its jobs and housing linkage payments, the Project promotes residential development that is affordable to all segments of the community, particularly low and moderate income residents, and discourages displacement of residents.

The BRA finds that, by turning an undeveloped site in Roxbury into large areas of usable open space, together with a mixed-use development, the Project will convert an undeveloped site into a physical and financial asset, and will improve land values and provide economic stimulus. The BRA further finds that by using materials and designs which are harmonious with the surrounding neighborhood, the Project will strengthen the Roxbury area without compromising the historic and architectural integrity of the area. The BRA further finds that, in spite of the passage of twenty-two years and Boston's greatly changed condition, the Project, as set forth in the PDA/DIP Plan, is consistent with the development concepts contained in the 1965-1975 Plan.

7. THE PROJECT IS NOT "INJURIOUS TO THE NEIGHBORHOOD OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE."

WHEREAS, in order to approve the PDA/DIP Master Plan and the Development Plan, the BRA must find that "nothing in [a proposed Planned Development Area Plan] will be injurious to the neighborhood or otherwise detrimental to the public welfare" pursuant to Section 3-1A.a of the Code. This standard has been interpreted by the Supreme Judicial Court in Manning v. Boston Redevelopment Authority, 400 Mass. 444 (1987). As the court noted, the planned development area provisions of the Code were intended to "establish a more flexible zoning law" in order to encourage well-planned and thoroughly reviewed large scale private development projects on underutilized sites. These provisions

contemplate a balancing of relative benefits and burdens, acknowledging that such large scale development projects inevitably cause some burdens, but realizing that in a well-conceived and well-designed project such burdens are outweighed by public benefits generated by the project.

Based upon its consistent administrative practice for nearly two decades, as well as upon the mandate of Manning, the BRA will balance a proposed plan's possible adverse effects and other matters claimed to be detrimental to the public welfare against the benefits to the neighborhood, the City, and the public. It will approve only those which "on balance, are not injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens."

With respect to this Project, the balance is tipped heavily in favor of benefits to the neighborhood, the City and the public. As an integral part of the development review process, significant revisions have been made to the Project's design in order to mitigate adverse environmental and other impacts. For example, the height of the Project's building was reduced from 225 feet to 185 feet in order to reduce massing. In addition, through the public review process, the Applicant has included in the Project substantial community benefits designed to minimize any potential adverse impacts of the Project. Both of these examples demonstrate a significant amount of mitigation included in the current Project design, which has resulted in a limited potential for negative impacts.

The Project does, however, provide numerous positive impacts. Set forth below are some of the benefits which will inure to the public as a result of the Project.

Public Benefits

A. Employment Plan

The Project is expected to generate an estimated 2,000 construction jobs and to support an estimated 3,000 permanent jobs. The development of the Project, together with the development of One Lincoln Street, is expected to generate over 4,000 construction jobs and to support over 7,000 permanent jobs. The Applicant anticipates that many new jobs will be created by new businesses, expansion of existing businesses and new tenants coming into the City. The Applicant has set a minimum thirty (30%) percent goal for utilization of minority and women business enterprises for all contracts related to the development of the Project, and for the leasing to minority business enterprises of the total leasable square footage of all retail space in the

Project. The Applicant will also work with public agencies to assist minority entrepreneurs to start new businesses. In addition, the Applicant has established a goal of fifty (50%) percent Boston residents, thirty (30%) percent minorities and ten (10%) percent women on the construction workforce for the Project and fifty (50%) percent Boston residents, thirty (30%) percent minorities and fifty (50%) percent women on the permanent workforce for the Project. The developer of One Lincoln Street has also agreed to provide these benefits in connection with One Lincoln Street.

B. Increased Tax Revenues

It is estimated that the future annual real estate taxes for the Site (based upon the maximum development of the Project permitted under the Master Plan) will be approximately $1,500,000 to $1,700,000 per fiscal year. Because the Site is currently owned by the Massachusetts Bay Transportation Authority, and is exempt from taxation, this entire amount would represent increased revenues.

C. Purchase Price

The Massachusetts Bay Transportation Authority (the "MBTA") currently owns the Site and will convey the Site to the BRA. In turn, the BRA will convey the Site to the Applicant pursuant to a Conveyance and Construction Agreement between the Applicant, the BRA and the MBTA. The purchase price to be paid for the Site will generate significant revenue for the benefit of the public.

D. Community Development Fund

The Applicant will also contribute to a community development fund to be established by the BRA with the input of the Chinatown/South Cove Neighborhood Council (the "Neighborhood Council") and the Parcel 18+ Development Task Force (the "Task Force"). These contributions will consist of ten (10%) percent of the developer's fee, five (5%) percent of Net Operating Income and ten (10%) percent of Net Refinancing and Resale Proceeds from the Project, all as more specifically set forth in the Memorandum of Understanding (as defined below). The developer of One Lincoln Street will also make substantial contributions to this community development fund.

E. Development Impact Project Contribution

1. The housing linkage contribution resulting from the development of the Project (based upon the maximum development of the Project permitted under the Master Plan) is estimated to be approximately $4,500,000. The development of the Project, together with the development of One Lincoln Street, will generate an estimated housing linkage contribution of approximately $8,800,000 pursuant to Article 26A of the Zoning Code, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project. It is anticipated that this amount will be contributed to housing creation projects as determined by the Authority and the Neighborhood Trust with input from the Roxbury and Chinatown communities.

2. The jobs linkage contribution resulting from the development of the Project (based upon the maximum development of the Project permitted under the Master Plan) is estimated to be approximately $900,000. The development of the Project, together with the development of One Lincoln Street, will generate an estimated total jobs linkage contribution of approximately $1,800,000 pursuant to Article 26B of the Zoning Code, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project.

F. Child Care Plan

The Applicant and the developer of One Lincoln Street will provide, on site or off site, child care facilities in Chinatown and Roxbury, respectively, for a total of 200 children and work with the City and local communities to design quality child care programs.

G. Community Participation

In addition to these benefits, the Project and One Lincoln Street will be developed by joint ventures which include a consortium of community investors and community based non-project organizations, thereby encouraging equity participation by community developers. At least ten (10%) percent of the interest of both Ruggles-Bedford Associates, Inc. and Chinese Investment Limited Partnership, the general partners of Columbia Plaza Associates, which holds a fifty (50%) percent interest in the Applicant, will be held by non-profit community-based organizations.

H. Memorandum of Understanding Regarding Community Benefits

The benefits described above, together with additional benefits, are described in more detail in a Memorandum of Understanding (the "Memorandum of Understanding") to be executed by the Applicant, the developer of Ruggles Center, the BRA, the Neighborhood Council and the Task Force, a draft of which is attached to the Application as Appendix 10 and incorporated herein by reference.

I. Other Benefits

By developing an unutilized site in an area in which the BRA is seeking to channel development, the Project will enhance the area and provide a stimulus to additional growth. The Project provides substantial physical amenities to the area and will enhance the neighborhood and the community at large. The Project provides a tremendous opportunity for growth in an area which has not received the full benefits which have accrued to other parts of Boston during the development boom of the last decade.

8. THE PROJECT SATISFIES THE CRITERIA FOR PDA EXCEPTIONS.

WHEREAS, in order for the Board of Appeal of the City of Boston to grant certain exceptions with respect to the building height, floor area ratio, setbacks, certain other dimensional features of the Project, uses, and procedural requirements in accordance with Section 6A-3 of the Code, it must find (1) each requested exception is "in harmony with the general purpose and intent" of the Code; (2) each requested exception is in conformity with the Development Plan for Phase I of the PDA, and that the BRA has so certified; and (3) that the Project complies with the Development Impact Project requirements of the Code.

The BRA finds that, for reasons set forth in the Resolutions numbered 6, 7 and 8 above, and based upon a review of the Applicant's PDA/DIP Master Plan, the Development Plan, the Application and the BRA Agreements, the above-stated criteria are satisfied as to each of the exceptions listed in the schedule entitled "Anticipated Zoning Requests for Phase 1" attached as Exhibit H to the Development Plan (the "Zoning Requests").

9. CONCLUSION

WHEREAS, the BRA gave due and proper notice of a public hearing, to be held in the Board Room of the BRA on June 29, 1989, to consider the Master PDA/DIP Plan and the Development Plan and to determine the manner in which Sections 3-1A and 26A-3 should be

applied to the Master PDA/DIP Plan and the Development Plan. The public hearing was duly convened and held in all respects in accordance with law, and to the extent required by law, with a legal quorum present throughout the meeting. A legally sufficient number of members of the BRA voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed. At the public hearing, the BRA heard extensive testimony from a number of witnesses and closed the public hearing and the public record on this Application on June 29, 1989.

Based on all this evidence, the BRA finds and concludes that the Project is critically important to the revitalization of Roxbury; that the urban design elements of the Project reflect the needs of Roxbury, while respecting the public goals and guidelines established for development in Boston; that the development of the Project will attract other development and stimulate renewal in the Southwest Corridor in Roxbury, thereby fulfilling a major inner-city development objective of the City and the Commonwealth; and that the Project will aid the City financially by generating jobs, and by providing Boston with a new source of real estate tax revenues and linkage funds.

Based on all the evidence, the BRA further finds and concludes that the Project's Master PDA/DIP Plan satisfies the Master Plan Criteria and otherwise complies with Sections 3-1A, 26A-3 and 26B-3 of the Code, and that the Development Plan for Phase I satisfies the Development Plan Criteria and otherwise complies with Section 3-1A of the Code.

Based on all the evidence, the BRA further finds and concludes that the Project's Master PDA/DIP Plan and the Project's Development Plan "conform to the general plan for the City as a whole."

Based on all the evidence, the BRA weighs this Project's public benefits against the combined detriments of this Project and further finds and concludes that the Project's Master PDA/DIP Plan and the Project's Development Plan are not "injurious to the neighborhood or otherwise detrimental to the public welfare."

Based on all the evidence, the BRA finds that the exceptions listed in the Zoning Requests satisfy all of the criteria of the Code.

10. RESOLVES

NOW THEREFORE be it resolved by the Authority

That in connection with (a) the Master Plan and Development Impact Project Plan for Planned Development Area No. 34 (the "Master PDA/DIP Plan") and (b) the Development Plan for Phase 1 of Master Plan for Planned Development Area No. 34 (the "Development Plan"), presented at a public hearing duly held at the offices of the Boston Redevelopment Authority (the "Authority") on Thursday, June 29, 1989, and after consideration of (i) evidence presented at, and in connection with, the hearing, and in connection with the proposed project described in the PDA/DIP Plan, (ii) matters discussed in a memorandum dated June 29, 1989 from Anthony A. Williams and Pamela Wessling to the Authority and Stephen Coyle, and (iii) the findings of the Authority set forth above, which evidence, memorandum and findings are incorporated herein by reference, the Authority finds (x) with respect to the Master PDA/DIP Plan that (1) the Master PDA/DIP Plan conforms to the general plan for the City as a whole; (2) nothing in the Master PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the Master PDA/DIP Plan does adequately and sufficiently satisfy all other criteria and specifications for a planned development area subdistrict area designation and for a development impact project, as set forth in the Boston Zoning Code, as amended (the "Code"); and (y) with respect to the Development Plan that (i) the Development Plan conforms to the general plan for the city as a whole; (2) nothing in the Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the Development Plan does adequately and sufficiently satisfy all other criteria and specifications for a development plan as set forth in the Code; and further

That (a) the form and substance of the Master PDA/DIP Plan, and the procedures employed in reviewing and approving the Master PDA/DIP Plan, conform with the requirements of the Code as applied to a master plan for a planned development area under Section 3-1A of the Code and a development impact project plan under Section 26A-3 of the Code; and (b) the form and substance of the Development Plan, and the procedures employed in reviewing and approving the Development Plan, conform with the requirements of the Code as applied to a development plan for a planned development area under Section 3-1A of the Code; and further

That the Authority hereby waives any procedural requirements of the Authority's "Zoning Procedures for the Master Plan/ PDA" dated March 19, 1986 with which the application submitted by the Applicant, for a planned development area subdistrict designation for the parcel of land which is the subject of the Master PDA/DIP Plan and for approval of the Master PDA/DIP Plan and the Development Plan, is not in conformity; and further

That pursuant to the provisions of Section 3-1A and 26-3 of the Boston Zoning Code as amended, the Authority hereby approves the Master PDA/DIP Plan and the Development Plan. The Master PDA/DIP Plan is embodied in a written document entitled "Master Plan and Development Impact Project Plan for Planned Development Area No. 34", dated June 29, 1989 consisting of nine pages of text plus attachments designated Exhibits A through E, and is attached hereto as Exhibit A. The Development Plan is embodied in a written document entitled "Development Plan for Phase 1 of Master Plan for Planned Development Area No. 34", dated June 29, 1989 consisting of 6 pages of text plus attachments designated Exhibits A through I, and is attached hereto as Exhibit B. The Master PDA/DIP Plan and the Development Plan shall be on file at the office of the Assistant Director for Neighborhood Planning and Zoning of the Authority; and further

That the Authority hereby authorizes the Director of the Authority to petition the Zoning Commission of the City of Boston (the "Commission") for a planned development area subdistrict designation for the parcel of land which is the subject of the Master PDA/DIP Plan, and to recommend to the Commission that it approve such petition, the Master PDA/DIP Plan and the Development Plan pursuant to Section 3-1A of the Code; and further

That Ruggles Center Joint Venture (the "Applicant") is affirmed and approved as the successor to and assign of Metropolitan/Columbia Plaza Venture for the purposes of carrying out the development of the project contemplated in the Master PDA/DIP Plan and the Development Plan; and further

That the Authority hereby approves the proposed forms of Development Impact Project Agreement, Cooperation Agreement and Memorandum of Understanding (collectively, the "Related Agreements") in substantially the forms attached hereto as Exhibits C, D and E, respectively, and the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority the Related Agreements, with such changes as he, in

his discretion, shall determine to be necessary or desirable, his execution and delivery of any of the foregoing or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Related Agreements shall be on file in the office of the Authority; and further

That pursuant to Section 6A-2 of the Code, the Authority hereby authorizes the Director of the Authority to recommend to the Board of Appeal approval of the proposed zoning exceptions set forth in the document entitled "Anticipated Zoning Requests for Phase 1" and attached hereto as Exhibit F, with such changes as the Director of the Authority, in his discretion, shall determine to be necessary or desirable, his taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; which approvals are recommended by the Authority provided that the Commission will have adopted a Map Amendment designating the land involved as an M-1-D zoning district, and provided further, that final working drawings be submitted to the Authority for development review to ensure that the same are consistent with drawings previously approved by the Authority and with the Master PDA/DIP Plan and the Development Plan. The Authority hereby authorizes the Director of the Authority to certify to the Commission and the Board of Appeal that said exceptions are in conformity with the Master PDA/DIP Plan and the Development Plan; and further

That the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority (a) the Conveyance and Construction Agreement between the Massachusetts Bay Transportation Authority, the Authority and the Applicant regarding the conveyance to the Applicant of the parcel of land which is the subject of the PDA/DIP Plan, such Conveyance and Construction Agreement to include such terms and conditions as the Director deems appropriate and in the best interests of the Authority, and (b) all other agreements and documents incidental to such Agreement, the Master PDA/DIP Plan or the Development Plan, such agreements and documents to be on such terms and conditions as the Director deems appropriate and in the best interests of the Authority, execution and delivery of such Sale and Construction Agreement or any of such agreements or documents or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Conveyance and Construction Agreement and such other agreements and documents shall be on file in the office of the Authority; and further

That the Authority hereby authorizes the Director to certify in the name of the Authority that the plans to be submitted to the Commissioner of the City of Boston Inspectional Service Department in connection with the Development Plan are in conformity with the approved Master PDA/DIP Plan and Development Plan, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby authorizes the Director of the Authority to certify to the Commission that the Project complies with the Development Review Requirements of the Code, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder.

BOARD APPROVED

TAKEN UNDER ADVISEMENT
MAY 25, 1989

MEMORANDUM

JUNE 29, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM WHITNEY, ASSISTANT DIRECTOR OF URBAN DESIGN AND DEVELOPMENT
LINDA BOURQUE, ASSISTANT DIRECTOR OF NEIGHBORHOOD PLANNING AND ZONING
HOMER RUSSELL, DIRECTOR OF URBAN DESIGN
ERIC SCHMIDT, DEPUTY DIRECTOR OF SPECIAL PROJECTS

SUBJECT: PERMANENT ZONING PLANS FOR NORTH AND SOUTH STATION ECONOMIC DEVELOPMENT AREAS

EXECUTIVE SUMMARY: Pursuant to Article 27D, the Downtown Interim Planning Overlay District, permanent zoning plans for the North and South Station Economic Development Areas (EDAs) are presented for petition to the Zoning Commission. The zoning plans provide for the large-scale development appropriate for the EDAs excellent transportation access. Anticipated land uses include a new sports arena at North Station, the city's first Parcel-to-Parcel Linkage project at South Station, and development in the emerging biomedical technology economy of both North and South Station. To encourage this development, a streamlined permitting process is proposed.

The North And South Station Economic Development Areas (EDAs) were established in the Downtown Interim Planing Overlay District (IPOD) enacted on September 25, 1987. The interim zoning set a maximum height limit of 400' and a maximum floor area ratio of 14 in the EDAs.

Significant progress in the plans for the EDAs has been made since enactment of the IPOD. With their ideal location for transportation access by road, rail, and to Logan Airport, the EDAs are excellent areas to site future development. Given the emerging demand in the 1990's for biomedical, research and development, and pharmaceutical development space, the use regulations for the EDAs emphasize development in these technologies. In addition, North Station will be the site of a new sports arena, and South Station will be the site of the city's first Parcel-to-Parcel Linkage project.

The North and South Station Economic Development Area permanent zoning was presented to the BRA Board on May 25, 1989. At that time, the zoning proposal was taken under advisement by the BRA Board.

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Building Height and Floor Area Ratio (FAR)

The general building for the North Station EDA is 125' to 155', with an FAR of 8 to 10. These are a reduction from the IPOD limits, as the planning has identified with greater precision those areas appropriate for more intensive development.

The areas appropriate for denser development in the North Station EDA, are the New Boston Garden Development Area and the New Economy Development Area. The former is projected as the site of major mixed-use facility, including a new sports arena. The latter encompasses land along the new Nashua Street, where it is expected that biomedical uses and uses supportive of this emerging economy will be developed. A height limit of 400' and an FAR of 11 are proposed for the New Boston Garden Development Area, while a height limit of 250'-300' and FARs of 8 to 10 are proposed for the New Economy Development Area.

In the South Station EDA, new economy uses are proposed for the railroad air rights. Building heights of up to 400' would be permitted. A building height of 465' would be allowed on the Parcel-to-Parcel Linkage site, and an FAR of 14.

Streamlined Approval Process

To further encourage development in the EDAs, a streamlined approval process is proposed. The establishment of Planned Development Areas (PDAs) would be permitted. The Boston Redevelopment Authority would act on the PDA application within 60 days of its submission.

Once approved by the Boston Redevelopment Authority, the PDA development plan is subject to Zoning Commission approval. Unlike other PDAs, however, subsequent Board of Appeal approval of exceptions would not be required. The approved development plan would become the zoning regulation governing development in the PDA.

To further streamline the approval process, the development plan would provide sufficient basis for an adequacy determination by the Boston Redevelopment Authority for the purposes of Development Review Requirements, Article 31 of the Zoning Code. Any document submitted under Article 31 (i.e., a Project Notification Form or Draft or Final Project Impact Report) could be deemed the development plan, as well.

Zoning Certainty

To provide zoning certainty for the major phased projects contemplated for the EDAs, the issuance of a building permit for the first phase would provide vested rights for the entire project. In this way, financing of long-term projects can proceed with less risk of unexpected regulatory change.

Planned and Development Criteria

To qualify for the streamlined PDA approval process, projects must meet certain planning and development criteria. These criteria include requiring that the project: diversify Boston's economy through investment in biomedical industry; construct major civic facilities, such as a multimodal transit center; create or retain a significant number of jobs in the city; or, in the case of the North Station EDA, construct a new sports arena, and, in the South Station EDA, construct a major project in accordance with the city's Parcel-to-Parcel Linkage program guidelines.

Day Care Facilities

In accord with the city policy regarding day care facilities in Large-Scale Development projects, the zoning plans require that projects of more than 100,000 square feet provide day care facilities. The provision of these facilities, in an amount equal to approximately 1% to 2% the Proposed Project's floor area, will permit broader participation in Boston's expanding and diversifying economy.

Recommendation

The zoning plans, proposed Article 39s and 40 of the Zoning Code, include appropriate provisions as to project design. The zoning plans would supplant the outmoded underlying zoning for the EDAs, which requires heavy industrial uses. Given the opportunities for large-scale development which will diversify the city's and region's economy, which will result in the construction of a new sports arena, and which will further the city's land disposition policies, staff recommends that the Authority authorize the Director to petition the Zoning Commission to adopt the proposed zoning plans for the North and South Station EDAs.

Appropriate votes are as follows:

VOTED: That the Authority hereby authorizes the Director to petition the Zoning Commission for adoption of proposed Article 39, the North Station Economic Development Area, in substantially the form attached hereto and as a Downtown District; and

FURTHER VOTED: That the Authority hereby authorizes the Direct or to petition the Zoning Commission for adoption of proposed Article 40, the South Station Economic Development Area, in substantially the form attached hereto and as a Downtown District.

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M E M O R A N D U M FEBRUARY 8, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAMELA WESSLING, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
MUHAMMAD ABDUS-SABUR, DEPUTY DIRECTOR
MICHAEL HUNTER, DEPUTY DIRECTOR
JUAN CARLOS LOVELUCK, PROJECT MANAGER
ANDREA d'AMATO, PROGRAM DEVELOPMENT OFFICER

RE: RECOMMENDATION TO THE CITY OF BOSTON AND THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY OF FINAL DESIGNATION OF METROPOLITAN/COLUMBIA PLAZA VENTURE AS DEVELOPER OF THE ONE LINCOLN STREET AND RUGGLES CENTER SITES

SUMMARY: SINCE THE TENTATIVE DESIGNATION OF COLUMBIA PLAZA ASSOCIATES AND METROPOLITAN STRUCTURES VOTED BY THE BRA ON MARCH 10, 1988, THE DEVELOPERS HAVE WORKED COOPERATIVELY WITH THE BRA, THE CITY, THE MBTA, AND THE COMMUNITY TO COMPLY WITH THE TERMS OF THE TENTATIVE DESIGNATION, THE CHALLENGE TRACK PROCESS, AND THE GOALS OF THE PARCEL TO PARCEL LINKAGE PROGRAM. IN ORDER TO PROCEED WITH THE PARCEL TO PARCEL LINKAGE I PROJECT, THE BRA MUST: GRANT FINAL DESIGNATION TO MCPV, THROUGH ITS AFFILIATES KBJV AND RCJV, AUTHORIZE ISSUANCE OF THE ADEQUACY DETERMINATION FOR ONE LINCOLN STREET PURSUANT TO DEVELOPMENT REVIEW REQUIREMENTS, AND MUST EXECUTE THOSE DOCUMENTS NECESSARY FOR THE TRANSFER OF THE SITES TO THE DEVELOPER. THESE DOCUMENTS INCLUDE THE FOLLOWING: SALE AND CONSTRUCTION AGREEMENTS WITH THE DEVELOPER WITH REGARD TO THE ONE LINCOLN STREET AND RUGGLES CENTER SITES, A PURCHASE AND SALE AGREEMENT WITH THE MBTA WITH REGARD TO THE DISPOSITION OF THE RUGGLES CENTER SITE, AND FIRST AMENDMENTS TO THE COOPERATION AND DEVELOPMENT IMPACT PROJECT AGREEMENTS WITH RESPECT TO ONE LINCOLN STREET, AND FIRST AMENDMENT TO THE COOPERATION AGREEMENT WITH RESPECT TO RUGGLES CENTER.

PARCEL TO PARCEL LINKAGE

The concept of parcel to parcel linkage is to capitalize on the disposition of publicly-owned sites. The development of strategically located sites which the market would otherwise ignore is stimulated by linking them with significant market-driven development opportunities available on other publicly-controlled sites. The BRA and the City have linked Parcel 18 in Roxbury with the Kingston-Bedford garage site downtown as the

first Parcel to Parcel Linkage Project. The development of Parcel 18 as Ruggles Center and the Kingston-Bedford site as One Lincoln Street will provide a comprehensive package of public benefits to the Roxbury and Chinatown communities, and Ruggles Center will serve as a catalyst for further economic development in the Dudley Square area. The development of Ruggles Center is the first step in rebuilding the neighborhood's economy and bringing opportunities to the minority communities of Boston which are long overdue.

FINAL DESIGNATION

Overview

On March 10, 1988, the Boston Redevelopment Authority (BRA) voted to recommend to City agencies and to the Massachusetts Bay Transportation Authority (MBTA) the tentative designation of a joint venture between Columbia Plaza Associates (CPA) and Metropolitan Structures as developer of the One Lincoln Street and Ruggles Center sites. This recommendation was accepted by the Real Property Board on April 21, 1988, the Public Facilities Commission on April 28, 1988, and the MBTA on May 25, 1988.

The tentative designation was a milestone in the Parcel to Parcel Linkage I Project in that it completed the initial phases of defining the goals of the Parcel to Parcel Linkage program and of selecting qualified community and national development teams best suited to carrying out the project.

Since tentative designation, Metropolitan/Columbia Plaza Venture (MCPV) has complied with all the terms of its tentative designation as described below. In light of the progress which has been made by MCPV, the public agencies involved, and the Roxbury and Chinatown communities in their review of the projects and the associated public benefits, the granting of final designation to MCPV is now appropriate.

Partnership Agreements

Since tentative designation, CPA and Metropolitan Structures formed a development entity whose structure responds to the Challenge Track criterion of expanding the participation of community-based organizations in the Parcel to Parcel Linkage Project. MCPV is a Massachusetts general partnership between CPA and Metropolitan Structures. Each entity has a 50% interest in the Venture. This degree of ownership by the community-based developer exceeds the Challenge Track requirements and demonstrates MCPV's commitment to the Parcel to Parcel Linkage I Project.

For financing and legal reasons, the team created similar entities to develop and own each project: Ruggles Center Joint Venture (RCJV) and Kingston Bedford Joint Venture (KBJV). Both of these partnerships are owned as follows: MCPV, 99.9%;

CPA, .05%; and Metropolitan Structures, .05%. All three partnership agreements are on file at the BRA.

Community Equity Requirement

The Challenge Track criteria includes the introduction of community equity participation within CPA. The Chinese Investment Limited Partnership (CILP), a general partner of CPA, complied with this 10% requirement by including the Consolidated Chinese Benevolent Association (CCBA) as a Class C limited partner. As such, CCBA is entitled to receive 10% of all cash distributions to CILP after the repayment of the CILP investor capital. Ruggles Bedford Associates (RBA), the other general partner of CPA, will comply with the community equity requirement in the same manner as CILP has. RBA intends to make stock representing 10% ownership of RBA available, for nominal considerations, to various community-based organizations in Roxbury. RBA intends to select these community partners through a selection process whereby interested community groups are evaluated based on pre-established selection criteria. The Board will be informed on February 22 of RBA's selection.

Community Benefits

The community benefits provided by MCPV with respect to the development of One Lincoln Street and Ruggles Center are described in the September 11, 1989 Memorandum of Understanding (MOU) regarding community benefits (a copy of which is on file at with the BRA). The MOU specifies the community benefits envisioned through the Challenge Track process and in discussions with the Roxbury and Chinatown communities. To ensure the delivery of these benefits to the Roxbury and Chinatown communities, the provision of each benefit has been implemented in one or more of the following documents, as amended from time to time: One Lincoln Street DIP Agreement, One Lincoln Street Cooperation Agreement, Ruggles Center DIP Agreement, and Ruggles Center Cooperation Agreement.

The principal public benefits associated with the Parcel to Parcel Linkage I Project include, among others, a Community Development Fund (CDF), Housing Creation for each community through linkage payments, Jobs Creation Grant from linkage, expansion of employment opportunities for both construction and permanent jobs, child care for at least 100 children in each community, a 30% goal for MBE contracting and retail space occupancy, and a total of $500,000 in Challenge Grants for the expanding minority capacity in the real estate industry.

In addition, up to $3.15 million will be distributed out of 5 percent of the net residual proceeds of the One Lincoln Street project, as follows: up to $1 million to the Neighborhood Parking Fund administered by the Real Property Department; up to $500,000 toward the construction of a park if Essex Street is widened, up to $650,000 to the City to defray cost of land acquisition if

Essex Street is widened, and up to $1 million to the CDF.

It is anticipated that the housing linkage money dedicated to Chinatown will be used for the benefit of the Chinatown Housing Initiative Program (CHIP) on Parcels A, B and C. In Roxbury, linkage funds may be used for a variety of projects, including Parcel 22, a homebuyer assistance program, and/or other projects which may require financial assistance such as Fountain Hill, St. James Estates, Douglas Plaza, or the CAB project.

One of the key privately-initiated public benefits of the Parcel to Parcel Linkage I Project is the creation of the CDF, which will serve as the recipient of CDF funds and will distribute the CDF funds for the benefit of the Roxbury and Chinatown communities. Since tentative designation, it has been determined by the Mayor's Office that the CDF will be established as a trust. The Board of Trustees will include representatives from Roxbury and Chinatown. This Board will be responsible for the formation and operation of the CDF. CDF funds from One Lincoln will be distributed 1/3 to Chinatown, 1/3 to Roxbury, and 1/3 city-wide. CDF funds from Ruggles Center will be divided evenly between the Roxbury and Chinatown communities. Approximately $10 million to $13 million will be generated for the CDF.

MCPV and the communities have made considerable progress in developing other community benefits. For example, the first round of Jobs Creation Request for Proposals (RFP) has been drafted for each community. The Housing Creation Proposals are currently being drafted for the first round of linkage payments. The housing funds are targeted for Parcels A, B, and C in Chinatown and Parcel 22 in Roxbury. Also, MCPV has prepared a child care needs assessment study for each community and is presently formulating an operation plan for the child care facilities.

Marketing

MCPV is aggressively marketing both projects to prospective tenants. In its initial efforts, MCPV expended substantial resources in the effort to secure the MWRA as the lead tenant in Ruggles Center. While those efforts were unsuccessful, current tenant prospects include various State agencies, as well as one or more institutions of the Longwood Medical Area. For One Lincoln, MCPV has held discussions with several potential lead tenants.

Development Plans

MCPV has worked cooperatively with the BRA, the MBTA, and the Roxbury and Chinatown communities to produce development plans for the One Lincoln Street and Ruggles Center projects. These plans describe appropriately scaled projects responsive to the goals of the Parcel to Parcel Linkage program. Specifically, on June 29, 1989, the BRA approved the PDA/DIP Plan

for One Lincoln Street and the Master PDA/DIP Plan for Ruggles Center and Development Plan for the first phase of Ruggles Center. The Zoning Commission approved all of these plans on August 11, 1989.

Schematic design approval for the One Lincoln Street was granted on June 29, 1989, and for Ruggles Center on December 11, 1989. MCPV submitted design development documents for both Phase I of Ruggles Center and One Lincoln Street on January 23, 1990. Design Development approval was granted on January 29, 1990 for One Lincoln Street and on February 2, 1990 for Ruggles Center (exclusive of the garage).

ENVIRONMENTAL REVIEW

The environmental review for the projects is complete. The BRA prepared and submitted to Executive Office of Environmental Affairs (EOEA) the Draft Environmental Impact Reports (DEIRs) for One Lincoln Street and Ruggles Center in early 1988. The scoping requirements and the DEIRs were reviewed with the Roxbury and Chinatown communities at that time. The Secretary of EOEA issued a Certificate of Adequacy on the One Lincoln Street DEIR on June 6, 1989, and on the Ruggles Center DEIR on May 22, 1989. A Certificate of Adequacy on the FEIR for One Lincoln Street was issued on January 19, 1990, and on the Ruggles Center FEIR on December 18, 1989.

In addition, the One Lincoln Street project has been reviewed by the BRA pursuant to Article 31. The FEIR served as the Final Project Impact Report (FPIR) for the purposes of Article 31 review. The BRA issued its Preliminary Adequacy Determination on August 30, 1989. The FPIR/FEIR has been reviewed by the BRA staff and it demonstrates that the project adequately mitigates its environmental impacts. Therefore we recommend that the Director be authorized to issue an Adequacy Determination for the One Lincoln Street project.

SALE AND CONSTRUCTION AND OTHER AGREEMENTS

The Sale and Construction Agreement for One Lincoln Street calls for a total consideration to the City, including the conveyance of easements and discontinued portions of abutting streets, of $15 million. KBJV will undertake any hazardous waste cleanup and site clearance required. Closing is scheduled to occur on or before June of this year.

The Purchase and Sale Agreement between the BRA and the MBTA calls for the sale of the property to the BRA for a consideration of $10 per square foot, except for the public plaza, which will be sold to the BRA for a nominal amount. The Sale and Construction Agreement for Ruggles Center calls for the property to be sold by the BRA to RCJV at a cost of $10 per square foot. The public plaza, which is the focal point of the Ruggles Center project, will remain in public ownership. The MBTA will be

responsible for hazardous waste clean-up on the Public Plaza subject to certain limitations set forth in the Purchase and Sale Agreement. The City has authorized and appropriated $2.1 million for the design and construction of the public plaza. Land will be transferred in phases from the MBTA to the BRA, and then from the BRA to the developer, as the developer is prepared to begin construction of a particular phase. Construction is expected to begin on both sites this summer.

RECOMMENDATION

The development of the One Lincoln Street and Ruggles Center projects will provide unprecedented benefits to the communities in which they are located, including equity opportunities for community residents and organizations, affordable housing, jobs and job training, child care, and funds for community development. The development of Ruggles Center will also afford MBEs an opportunity to provide goods and services related to the construction and operation of the project, and will offer below-market rate space to neighborhood businesses.

In consideration of the progress since tentative designation on the community benefits enumerated above, and because of MCPV's diligence in meeting the terms of tentative designation, we recommend that the BRA grant MCPV final designation as the developer of the Parcel to Parcel Linkage I Project, grant final designation to KBJV as developer of One Lincoln Street, grant final designation of RCJV as developer of Ruggles Center, and that the BRA recommend these final designations to the Real Property Board and the Public Facilities Commission for the One Lincoln Street project and final designation to the MBTA for Ruggles Center. We also recommend that the Director be authorized to issue the Adequacy Determination for One Lincoln Street pursuant to Development Review Requirements. Finally, we recommend that the Director be authorized to enter into the following documents necessary to convey the One Lincoln Street and Ruggles Center sites: Sale and Construction Agreements with the developer for One Lincoln Street and Ruggles Center, Purchase and Sale Agreement with the MBTA for Ruggles Center, First Amendments to the DIP and Cooperation Agreements for One Lincoln Street, and First Amendment to the Cooperation Agreement for Ruggles Center.

Appropriate votes follow:

VOTED: That the BRA hereby grants final designation to Metropolitan/Columbia Plaza Venture as the developer of the Parcel to Parcel Linkage I Project, to Kingston Bedford Joint Venture as developer of One Lincoln Street, to Ruggles Center Joint Venture as developer of Ruggles Center, and that the BRA hereby recommends said final designations, with respect to One Lincoln Street,

to the Real Property Board and the Public Facilities Commission, and with respect to Ruggles Center to the MBTA Board.

VOTED: That the Director be and hereby is authorized to issue the Adequacy Determination for One Lincoln Street in accordance with Article 31 of the Boston Zoning Code.

VOTED: That the Director be and hereby is authorized to execute the following documents, in substantially the same form as appended hereto, with such modifications as the BRA Director in his discretion deems necessary and appropriate, and any other documents that the Director in his discretion deems necessary and appropriate in order to effectuate the transfer of the One Lincoln Street site from the City to KBJV and the development thereof and the transfer of the Ruggles Center site from the MBTA to the BRA and from the BRA to RCJV and the development thereof:

1. Sale and Construction Agreement for the One Lincoln Street site.

2. Purchase and Sale Agreement with the MBTA for Parcel 18.

3. Sale and Construction Agreement for Parcel 18.

4. First Amendment to the Cooperation Agreement for One Lincoln Street.

5. First Amendment to the DIP Agreement for One Lincoln Street.

6. First Amendment to the Cooperation Agreement for Ruggles Center.

VOTE OF THE BRA REGARDING PROCESS FOR THE SELECTION OF COMMUNITY PARTNERS

By Mr. Jones

VOTED: That 10% of the equity in Ruggles Bedford Associates is reserved for community partners; and that the BRA, Ruggles Bedford Associates and the Parcel 18+ Task Force will work together to select community partners; that the criteria for the selection of the community partners, and their actual selection, shall be approved by the BRA, Ruggles Bedford Associates and the Parcel 18+ Task Force.

MEMORANDUM

MARCH 29, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAMELA WESSLING, ASSISTANT DIRECTOR FOR
URBAN DESIGN & DEVELOPMENT
MUHAMMAD ABDUS-SABUR, DEPUTY DIRECTOR
MICHAEL HUNTER, DEPUTY DIRECTOR
ANDREA d'AMATO, PROGRAM DEVELOPMENT OFFICER

SUBJECT: PARCEL TO PARCEL LINKAGE PROJECT 1. PERMISSION TO ENTER INTO A CONTRACT WITH THE PARCEL 18+ TASK FORCE FOR TECHNICAL SUPPORT SERVICES, PROJECT COORDINATION, AND PLANNING ACTIVITIES RELATED TO THE RUGGLES CENTER PROJECT.

SUMMARY: THIS MEMORANDUM REQUESTS THAT THE DIRECTOR BE AUTHORIZED TO ENTER INTO A CONTRACT WITH THE PARCEL 18+ TASK FORCE TO INSURE COMMUNITY PARTICIPATION IN THE RUGGLES CENTER PROJECT. THE CONTRACT AMOUNT OF $25,000 WILL PROVIDE FUNDS FOR TECHNICAL SUPPORT SERVICES, STAFF FOR PROJECT COORDINATION, AND REVIEW OF THE RUGGLES CENTER PROJECT. THE CONTRACT PERIOD WILL HAVE A ONE YEAR TERM.

Background

The first Parcel to Parcel Linkage Project, Ruggles Center and One Lincoln Street, has, due to its complexity, required unusual amounts of time and technical expertise from the community participants. The Parcel 18+ Task Force ("Task Force") has been involved in the entire planning process, including the formulation of the Request for Qualifications, the Challenge Track, the developer selection process, design review, and the drafting of the Community Benefits Package.

Community Participation

In the coming year, the Task Force's involvement will be required in continued design review and planning (with the BRA and the developers) the specific community benefits that will be generated by this project. These community benefits include the drafting of Request for Proposals for Jobs Training, the drafting of Housing Creation Proposals for Roxbury, the drafting of child care plan for approximately 100 children, and the development and implementation of the Community Development Fund Trust.

Previous BRA Board Actions

The Task Force works largely on a volunteer basis. In 1987, the Task Force hired, for the first time, full-time staff to coordinate the various planning and review activities in which it is engaged, and the Task Force hired consultants to assist with the more technical aspects of the project. This assistance was made possible through grants approved by the Authority in June 1986, and again with the first phase of the Challenge Grant issued in October of 1988. Each grant was in the amount of $25,000. It is requested that the Authority vote an additional $25,000 for the Task Force to allow a continued high level of participation in this project.

The professional staff made possible by this contract will enable the Task Force to more effectively structure and monitor a community agenda while assisting the organization in various phases of project review. Finally, there will be provisions to engage consultant services as needed. These consultants will assist the Task Force in achieving the goals of the Challenge Grant to develop minority capacity in the real estate industry. The details of all the tasks are described in the attached "Contract to Insure Community Participation" attached hereto.

It is recommended that the Director be authorized to enter into a contract with the Parcel 18+ Task Force for $25,000 for a period of one year. The funds will be used to hire project coordinators, to conduct educational and planning activities related to the project, and to obtain technical support services as needed.

An appropriate vote follows:

VOTED: That the Director be, and hereby is, authorized to enter into a contract with the Parcel 18+ Task Force for $25,000 for a one year period to hire project coordinators, to conduct research and planning activities, and to obtain technical support services as needed.

Parcel 18+
Development Task Force

Line Item 01
Managing Director $32,000
-Federal taxes
-State taxes
-FICA

Line Item 01A
Benefits $2,000
-Health Insurance
-Travel Reimbursements & Parking

Line Item 01B
Clerical Support $2,000

Line Item 02
Techincal Consultants $9,500
-Community Benefits
-Business development incubator
-Retail business outreach
-Childcare Program Planning
-Permenant employment & job training outreach
-Development Consultant
-Fundraising
-Parcel 18 organizational structure and other professional service needs
-Parcel 22 program options

Line Item 03
Community Outreach $2,000
-Monthly meetings
-Task Force meetings
-CDC subcommittee
-Quartly meetings
-Community update

Line Item 04
Office Operations $2,500
-Supplies & Expenses
-translation copying,postage,advertisement, notices
-stationary
-Rent utilities, maintenance
-Reimbursement expenditures (miscellaneous/emergency)

-Reimbursement expenditures $500.00

TOTAL $50,000.00

CONTRACT TO INSURE COMMUNITY PARTICIPATION
IN THE PARCEL 18/KINGSTON-BEDFORD PROJECT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
THE PARCEL 18+ TASK FORCE

This Agreement, made this _____ day of _____, 1990, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized and existing pursuant to the provisions of Chapter 121B of the General Laws of the Commonwealth of Massachusetts, hereinafter called "The Authority", and the PARCEL 18+ TASK FORCE, hereinafter called "The Task Force".

WITNESSETH THAT:

WHEREAS, the Commonwealth of Massachusetts ("Commonwealth"), the City of Boston ("City"), the Authority, the Massachusetts Bay Transportation Authority ("MBTA") and the Task Force have a mutual and continuing interest in the orderly development of the parcel of land designated as Parcel 18 ("Ruggles Center") in Roxbury as it is linked through the Parcel to Parcel Linkage 1 Program with the One Lincoln Street parcel in downtown Boston; and

WHEREAS, the goals and objectives now embodied in the Parcel to Parcel Linkage Program for the Project, that encourage the building of a neighborhood economy to protect and promote area residents have been formulated and agreed to in the Memorandum of Agreement ("MOA") dated July 31, 1985; and Memorandum of Understanding ("MOU") dated September 11, 1989.

WHEREAS, the Authority as development agent and the Task Force as the representative of the Roxbury community have established a cooperative relationship for the preparation and implementation of development and development related activities for the Ruggles Center and One Lincoln Street project ("the Project"); and

WHEREAS, the appropriate agencies, with the cooperation and support of the Task Force and the Chinatown/South Cove Neighborhood Council ("the Council"), have designated Metropolitan/Columbia Plaza Venture ("the Developers") as developers of the Project; and

WHEREAS, the Authority desires to ensure the development of Ruggles Center in a manner that is responsive to the surrounding community, as communicated by the Task Force, and that allows active participation by the designated representatives of the community; and

WHEREAS, the Authority has established an Advisory Panel, composed of representatives of the Task Force, the Council, the Authority, the MBTA, the Developers and other city and state agencies and community groups as necessary and appropriate, which shall plan and participate in the implementation of a program of community benefits to be generated by the Project; and

WHEREAS, full and active participation by the Task Force requires review of technical information and comprehension of complicated issues; and

WHEREAS, the Task Force is a volunteer organization, donating time and expertise to the Project in an advisory capacity to the Authority.

NOW THEREFORE, in mutual consideration of the covenants herein contained, the parties agree as follows:

I. SCOPE OF SERVICE

The Task Force, in keeping with the objectives stated above, shall perform the following services:

A. The Task Force shall act as the legitimate public body to facilitate community participation in Roxbury for the development of Ruggles Center. The Task Force shall review, advise, and submit written comments to the Authority on matters of community concern relating to the Project, including but not limited to the: design of Ruggles Center and community benefits. Where documents are submitted to the Task Force for review and comment, such comments shall be made in writing within the period specified by the Authority, at the time it submits the document to the Task Force.

B. The Task Force shall coordinate with the Authority in planning for the Roxbury community the nature, form and extent of the benefits to be generated by the Project. In this capacity, the Task Force shall conduct regular monthly meetings of its Community Benefits Subcommittees, including Housing, Child Care, Employment Training and MBE participation and the Community Development Fund. The Task Force shall also be responsible for scheduling, coordinating and providing notice of monthly meetings. The subcommittees shall report to the Task Force, which in turn shall report their conclusions, in writing, to the Authority and Developer through the Advisory Panel.

C. The Task Force shall submit a proposal for a development program to the Authority which describes the creation of business development incubators, retail business outreach, child care program planning, fund raising strategies, permanent employment including job training outreach, and housing opportunities in the

Parcael 18+ area. The Task Force shall also submit to the Authority a management and staffing plan which describes program objectives and goals, methods for achieving these goals, timetables, milestones, costs and staff/consultants required to complete these program objectives.

D. The Task Force shall carry out a program of public information about the Project among residents of the community, for soliciting the intentions, opinions, and desires of residents with regard to the development, and for communicating these views and positions to the Authority.

In furtherance of this objective the Task Force agrees to:

1. establish a schedule of meetings (including time and place) at the beginning of each contract fiscal year, amended quarterly (if appropriate) and submitted to the Authority with each quarterly submission of progress reports;

2. hold regular, open meetings, in accordance with its practices, in order to share information, elicit community responses, and develop recommendations for the development and post development activities of the Project;

3. submit to the Authority a copy of the Chair's regular written reports presented to the membership at meetings;

4. the Task Force will continue outreach efforts to increase community participation in the monthly meetings;

5. conduct open, community-wide meetings and duly publish notice of such meetings in a paper of general readership in the community (including, but not limited to, the Bay State Banner) and provide notice to the membership by phone or first class mail. Evidence of such notice shall be submitted upon request for approval by the Authority, such approval not to be unreasonably withheld;

6. make reasonable efforts to furnish the Authority with agendas in advance of such meetings;

7. reserve space on the meeting program for the Authority to give reports or request information as needed;

8. assume responsibility for and maintain a complete set of minutes of its monthly meetings (to be completed within 10 working days following said meetings) concerning the Project and promptly submit copies of these records to the Authority, and, upon request, to the public;

9. place responsibility with the Clerk to delegate the tasks of coordinating and maintaining the minutes of the subcommittee meetings and providing them to the Advisory Panel members;

10. communicate regularly with the Authority's Director and his designee in order that the Authority may accurately assess its relationship with the community and respond promptly to the needs expressed; and

11. conduct and coordinate such other activities as will contribute to a program of public information.

D. The Task Force may from time to time hold subcommittee meetings to which the Authority and members of the public are not invited. The Task Force shall submit promptly to the Authority written reports summarizing decisions concerning the Project made in these meetings.

II. COMMUNICATION OF INFORMATION

A. The Authority agrees to meet with the Task Force upon its written request to advise and inform them as to the status of planning and development for the Project, and to coordinate meetings of the Advisory Panel and other meetings with the Developers or State and City representatives as necessary and appropriate.

B. The Authority agrees to provide the Task Force, upon its written request, reasonable access to planning data, studies, surveys, reports, plans, proposals, specifications, applications and related information in its custody concerning the Project except where the furnishing of such information would violate the right to privacy of individual citizens, or where confidentiality is otherwise required. Upon written request the Task Force shall have access, on a reasonable basis, to data, models, and other relevant materials concerning the Project used by a consultant or contractor retained by the Authority or the Developers to perform studies of the Project.

C. The Authority shall provide the Task Force, upon written request, and where feasible professional advice and technical assistance in law, finance, engineering, architecture, city planning, and other fields in which the Authority's personnel are qualified. Authority staff shall assist in the Task Force, as the Authority deems necessary in analyzing studies and plans of the development prepared by or for the Developers or the Authority.

D. Requests from the Task Force to the Authority for its advice and information shall be in writing and directed to the Authority's designated representative.

III. MUTUAL COOPERATION IN PLANNING AND IMPLEMENTATION OF DEVELOPMENT

A. The Authority and the Task Force mutually agree that the Task Force shall be permitted to participate actively in an advisory capacity in all stages of the further planning of the Project and to periodically review the implementation of those plans.

B. The Authority will provide funding for the Task Force in the amount not to exceed $25,000 per year to enable the Task Force to participate meaningfully in the Project. This funding shall be used solely to defray expenses incurred in the provision of services, including providing notice to members, maintaining minutes of all meetings and providing all documentation related to the Project of all meetings, and in providing all documentation and plans, including the development proposal, management and staffing plans described in Section I (Scope of

Services), and shall be disbursed in accordance with the terms and conditions set forth in this Agreement.

C. The Authority and Task Force acknowledge that the Task Force should be broad-based in the community and comprised of representatives from the community, civic and business groups known as the Parcel 18+ Task Force: Neither the Authority nor the Task Force shall take any action to cause the essential character or representative nature of the Task Force to be altered. The Task Force shall not be responsible for the voluntary withdrawal of any member of the Task Force or for the failure of any member of the Task Force to participate in any Task Force activities, and no such withdrawal or failure shall constitute a default by the Task Force of this Contract.

IV. AMOUNT, TIME, AND MANNER OF PAYMENT

A. The Authority shall fund the Task Force in the amount of $25,000 for the period beginning November 1, 1989 and ending November 1, 1990. Funding from the Authority shall be used solely to defray expenses incurred in the provision of the services enumerated herein and as outlined in the attached budget, including the retention of an Executive Director. The Task Force, on or before the last day of each quarter, shall furnish the Authority's representative with a progress report detailing services which it provided during the previous quarter and a schedule of all meetings for the following quarter. Such progress report shall be accompanied by an itemized financial statement which shall accurately reflect its receipts, credits, disbursements and incurred expenses related to services described under this contract. Such financial statement shall indicate the amounts, names of persons paid and the dates of payment with subject funds.

B. The Authority shall provide the Task Force, after it has provided a detailed statement identifying the use to which the funds are to be put, an initial payment of $8,000. Thereafter, the Authority shall reimburse the Task Force for expenses as set out in the financial statements and as approved by the Authority in consultation with the designated Authority representative and the Task Force.

C. A written statement of the interest accrued on any portion of the grant as well as any funds that remain unused shall be submitted to the Authority within 30 days after the final payment at the end of the contract period. Such interest or funds, whether held by the Authority or the Task Force at the end of the contract period, shall revert to the Authority.

D. If any time during the term of this Agreement, the Authority determines the Task Force is not in compliance with the terms of this Agreement, it shall have the right to demand repayment of monies advanced hereunder pending such compliance by the Task Force.

E. The Authority either by its staff or an independent auditor of its choosing, conduct an audit of the records of expenses incurred by the Task Force in the use of funds provided under this Agreement.

V. MISCELLANEOUS

A. The terms and conditions of this Agreement shall not abrogate or conflict with the responsibilities of the Authority established by State and Federal Law.

B. It is understood that neither the Task Force nor any personnel engaged under this Agreement are employees, agents, or servants of the Authority.

C. This Agreement may be amended by mutual consent, in writing, of the Authority and the Task Force.

D. The Task Force shall not assign or in any way transfer its interests, or rights in the Agreement without prior written consent of the Authority.

E. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts made and to be performed entirely within the Commonwealth, and shall have the effect of a sealed instrument.

F. If any portion or portions of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such portion or provisions in circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each portion and provision shall be valid and enforceable to the fullest extent permitted.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed by the officers duly authorized as of the day, month and year first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Stephen Coyle, Director

ATTEST:

PARCEL 18+ TASK FORCE

By _____
Rev. Tony Bethel
Acting Executive Director

APPROVED AS TO FORM

Robert McNeil
Chief General Counsel

M E M O R A N D U M

SEPTEMBER 27, 1990

TO: **BOSTON REDEVELOPMENT AUTHORITY AND STEPHEN COYLE, DIRECTOR**

FROM: **THOMAS O'MALLEY, ASSISTANT DIRECTOR NHD**
ANDREA d'AMATO, PROGRAM DEVELOPMENT OFFICER
BEVERLEY JOHNSON, CONSULTANT ON ECONOMIC DEVELOPMENT
JUAN CARLOS LOVELUCK, PROJECT MANAGER UDD

SUBJECT: **EXTENSION OF THE JULY 1985 MEMORANDUM OF AGREEMENT WITH THE BRA, THE PARCEL 18+ TASK FORCE, CITY AND STATE.**

SUMMARY: **REQUESTING AUTHORIZATION TO SUPPORT THE EXTENSION OF THE JULY 1985 MEMORANDUM OF AGREEMENT BETWEEN THE BOSTON REDEVELOPMENT AUTHORITY (THE "BRA"), THE CITY OF BOSTON, AND THE COMMONWEALTH OF MASSACHUSETTS, AND OTHERS, FOR AN ADDITIONAL PERIOD OF FIVE YEARS. THIS AGREEMENT FORMALIZES COMMUNITY PARTICIPATION IN THE PLANNING AND DEVELOPMENT OF THE RUGGLES CENTER COMPONENT OF PARCEL TO PARCEL LINKAGE PROJECT 1.**

Overview: Parcel to Parcel Linkage Project 1
The first Parcel to Parcel Linkage Project, Ruggles Center and One Lincoln Street, due to its complexity, has required unusual amounts of time and technical expertise from the community in the development of all aspects of this project, especially the community benefits package. The Parcel 18+ Task Force ("Task Force") has served as the primary voice for the community with regard to this project. The Task Force has also been involved in the entire Ruggles Center planning process, including the formulation of the Request for Qualifications, the Challenge Track, the developer selection process, design review, and the drafting of the Community Benefits Package.

Community Process
It has been through the efforts of both the Task Force and the South Cove/Chinatown Neighborhood Council that a community benefits package has been created and formalized in a Memorandum of Understanding between the developer, Metropolitan/Columbia Plaza Venture, the Boston Redevelopment Authority (the "BRA"), and the Roxbury and Chinatown community. These benefits include $4.5 million in affordable housing for both Roxbury and Chinatown, $900,000 in jobs linkage which will result in job training programs for both projects, a $10-13 million Community Development Fund, a 100 slot child care program in each community, a 30% MBE participation goal, and a total of $500,000 in Challenge Grants for expanding minority capacity in the real estate industry.

The work of the Task Force over the past 15 years has been tremendous and has resulted in many positive changes occurring in the development of the Southwest Corridor. The proposed $275 million Ruggles Center project, expected to begin construction in 1991, could not have progressed this far without the support and commitment of the Task Force.

In order for the Task Force to finalize the planning and development issues regarding Ruggles Center, we recommend that the BRA support the extension of the July 1985 Memorandum of Agreement between the BRA, the City of Boston, the Commonwealth of Massachusetts, and others, formalizing community participation in the Ruggles Center portion of the Parcel to Parcel Linkage Project 1. This extension would be for five years in order to ensure that the Task Force can complete its objectives.

An appropriate vote follows:

Voted:

That the Director be and hereby is authorized to support the extension of the July 1985 Memorandum of Agreement between the Boston Redevelopment Authority (the "BRA"), the City of Boston, and the Commonwealth of Massachusetts, and others, for an additional period of five years and to execute on behalf of the BRA any documents deemed necessary to evidence or confirm such extension.

EXHIBIT A:

LETTERS OF SUPPORT

Northeastern University

Massachusetts Bay Transportation Authority

Boston Redevelopment Authority

Roxbury Action Program

Community Development Corporation of Boston, Inc.

Madison Park Development Corporation

Northeastern University

Office of Community Affairs

Reverand Tony A. Bethel
Acting Executive Director
Parcel 18+ Task Force
P.O. Box 1048
Boston, MA 02118

Dear Reverand Bethel:

We are at the junction of the process that will bring us closer to the realization of the Parcel to Parcel project. As we move closer to this reality, it is necessary to have all things in place.

Recently , I have been made aware of the expiration date (July 1990) for the memorandum of agreement (MOA) between the Boston Redevelopment Authority (BRA), the Massachusetts Bay Transit Authority (MBTA), the abutters and members of the Parcel 18+ Task Force. Northeastern University, a signatory of the agreement, supports your bid for an extension of the MOA. In doing so, we want you to consider any possibility of additional language in the "extension" , that reflects the position of the present Parcel 18+ Task Force and all parties (signatories) involved.

Please feel free to contact me for further discussion and/or assistance in drafting the "additional language" that might be considered. Please bring this matter before the Parcel 18+ Task Force.

I may be reached at 437-5836 between the hours of 8:30 a.m. to 4:30 p.m.

Sincerely,

Brenda Butler Hamlett
Interim Director

271 Huntington Avenue, Suite 222
Northeastern University
Boston, Massachusetts 02115
617-437-5836

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

Thomas P. Glynn
General Manager
Transportation Building
Ten Park Plaza
Boston, Massachusetts 02116

August 13, 1990

Rev. Tony A. Bethel
Acting Executive Director
Parcel 18+ Task Force
c/o First Church of God
600 Shawmut Avenue
Boston, MA 02118

Dear Rev. Bethel:

I am in receipt of your letter dated July 24, 1990 concerning an extension of the 1985 Memorandum of Agreement. As you know, the MBTA is one of fifteen (15) signators to the Agreement dated July 31, 1985 which also includes various state and city agencies, four community development corporations, and two housing developments.

The Authority recognizes and appreciates the vital role that the Parcel 18+ Task Force has played in the planning and development process related to the Southwest Corridor, and we would support the continuation of these efforts. Clearly, while much progress has been made through the cooperative efforts of all the parties, much work remains to be done, and the Authority's commitment to this process remains strong.

We are therefore willing to participate in a meeting between the original signators to the Agreement and other persons as may be deemed appropriate in order to discuss the manner in which the 1985 Memorandum of Agreement might be extended.

Kathy West, Director of Real Estate Development, will be coordinating these efforts on behalf of the MBTA. Please feel free to contact her at 722-5830 in order to further discuss this matter.

Once again, I wish to thank the Parcel 18+ Task Force for its support of the MBTA's activities in the Southwest Corridor of Boston, and we look forward to continuing to work closely with you in the future.

Sincerely,

Thomas P. Glynn
General Manager

cc: K. West
W. Holmes

BOSTON
REDEVELOPMENT
AUTHORITY

Raymond L. Flynn
Mayor

Stephen Coyle
Director

One City Hall Square
Boston, MA 02201
(617) 722-4300

August 16, 1990

Reverend Tony A. Bethel
Acting Executive Director
Parcel 18+ Development Task Force
c/o First Church of God
600 Shawmut Avenue
Boston, MA 02118

Dear Reverend Bethel:

I am writing to support the extension of the 1985 Memorandum of Agreement between the Parcel 18+ Task Force, the City and the State, which formalizes community participation in the planning and development process along the Southwest Corridor.

The work of the Parcel 18+ Task Force over the past fifteen years has been tremendous and has resulted in many positive changes occurring in the development of the Southwest Corridor, from an area that was viewed as having minimal development potential, to its current status as the future economic center of Roxbury. Most recently, the completion of the new MBTA Orange Line should be viewed as a major accomplishment of the Parcel 18+ Task Force, since through the efforts of the community, political support was leveraged to divert Federal funds from the extension of a highway to the development of this subway line. As you know, the completion of the Orange Line has provided substantial opportunities for the economic revitalization of the Southwest Corridor given the convenience and accessibility it offers to industries and businesses.

Additionally, the proposed $275 million Ruggles Center project, which we expect will begin construction in early 1991, could not have progressed this far, without the overwhelming support and commitment of the Parcel 18+ Task Force. Your support and presence at the State House to testify on the pending Parcel 18 legislation and your efforts on behalf of the upcoming Police Headquarters project is very much appreciated.

I agree that the work of the Parcel 18+ Task Force is not yet completed. Therefore, I think it is extremely important that we seek an extension of the MOA immediately. This extension would cover a five-year time frame in order to ensure that the Task Force can complete its objectives.

Boston Redevelopment Authority is an Equal Opportunity/Affirmative Action Employer • Equal Housing Opportunity

In order to expedite the signing of the MOA, I suggest that you communicate with the respective community signatories. I will seek the BRA's approval of the extension at our next regularly scheduled Board meeting. The BRA in turn will communicate with the public sector signatories so that the official signing can occur sometime in early September.

I look forward to seeing you at the official signing.

Sincerely,

Stephen Coyle
Director

Again, My Thanks For Your invaluable service to the community.

ROXBURY ACTION PROGRAM

10 LINWOOD STREET • ROXBURY, MASSACHUSETTS 02119 • (617) 442-4400

September 24, 1990

Tony A. Bethel, Co-Chair
P.O. Box 1048
Boston, MA 02118

Dear Tony:

As a signatory C.D.C. to the origial M.O.A., we have always viewed this document to be the bible on how our community would control and have ownership of the redevelopment of the South West Corridor land.

That's why the extension of the amended M.O.A. is crucial if we are to achieve our original expectations.

It will also serve as a reminder to the city and the state signatory of their obligation as spelled out in the agreement. As we have known for sometime that we will have a new administation at the state level means that this be resolved before the changes.

Sincerely,

Lloyd H. King
Executive Director

CORPORATE OFFICER: LLOYD H. KING, PRESIDENT • JACQUELINE E.F. WALKER, CLERK

Marvin E.Gilmore Jr
General Manager

September 25, 1990

Reverend Tony A. Bethel
600 Shawmut Avenue
Boston, MA

CDC of Boston, Inc. is in support of the extension of the 1985 MOA and urge the support of all signatories.

Sincerely,

Marvin E. Gilmore, Jr.

COMMUNITY DEVELOPMENT CORPORATION OF BOSTON, INC.

Developer of CrossTown Industrial Park
801 ALBANY STREET, BOSTON, MASSACHUSETTS 02119, TELEPHONE (617) 442-2114, 5, 6

Madison Park Development Corporation
122 DeWitt Drive Roxbury, Massachusetts 02120 (617) 445-1061

Madison Park Village

September 24, 1990

Reverend Tony Bethel
Chairman
Parcel 18+ Task Force
600 Shawmut Avenue
Boston, MA 02118

RE: Extension of the 1985 Memorandum of Agreement

Dear Reverend Bethel:

The purpose of this letter is to advise you of Madison Park Development Corporation's support for the extension of the 1985 Memorandum of Agreement which governs the redevelopment and disposition of land along the Southwest Corridor. As one of the signatory community development corporations, we believe maintenance of this agreement helps in the economic development of the land along the Southwest Corridor. Please let me know if you need any further information.

Sincerely,

Danette Jones

Danette Jones
Executive Director

EXHIBIT B:

The July 1985 Memorandum Of Agreement

AN AGREEMENT BY THE GOVERNOR OF THE COMMONWEALTH AND THE MAYOR OF THE CITY OF BOSTON TO DEVELOP COOPERATIVELY THE PARCEL 18+ PLANNING AREA

July 31, 1985

We, the Governor of the Commonwealth and the Mayor of the City of Boston, hereby agree to proceed together in the timely development of the area along Boston's Southwest Corridor known as "Parcel 18+." We agreed to undertake this venture in full partnership with the residents of the surrounding community.

This initiative is a high priority for us and for our administrations because it represents a unique opportunity to bring the benefits of Boston's and Massachusetts' expanding commercial economy into the heart of a disadvantaged inner city residential community. Parcel 18+ represents a unique opportunity to change conditions we find unacceptable — profound poverty and disinvestment in the shadow of expanding economic prosperity.

The people who live along the Southwest Corridor — individual citizens and through their educational, planning, and development organizations — have been and will be full participants in this unique opportunity for new economic growth in their communities.

The Commonwealth has long looked forward to the development of Parcel 18+ as the culmination of a decade-long public investment in the Southwest Corridor:

- Today at the Ruggles Street Station we mark the final phase of construction of the Southwest Corridor transportation project — at $747 million, the largest transportation investment in the history of this state.
- Later this summer, we will begin construction of the $40 million permanent campus for Roxbury Community College.
- Later this year, we will begin final landscaping of the 85-acre linear park that will run along the Corridor through the heart of this City.

For the City, Parcel 18 + marks the beginning of a comprehensive revitalization program for the square mile surrounding Dudley Station. After more than two decades of minimal private investment, the State and the City are committed to bringing economic vitality and opportunities for equity and meaningful employment to the Dudley area. That transformation can best begin at Parcel 18 +.

To the residents this moment reflects the final stage of their involvement in the planning of the public investment on this corridor, and the beginning of their realization of its economic benefits.

With this agreement and the document that accompanies it, we commit ourselves and our administrations today to a series of steps that can make Parcel 18 +, and with it the Southwest Corridor and Dudley Station, a new source of economic hope for the people of this community:

1 We agree to direct all State and City agencies to work together to achieve the release of a Parcel 18 development proposal this year and the commencement of development, if at all possible, before the end of 1987.

2 We agree to an unprecedented joint development process in which the Director of the Governor's Office of Economic Development, the Secretary of Transportation/MBTA Chairman, and the Director of the Boston Redevelopment Authority will coordinate, on our joint behalf, the planning and implementation of development efforts.

3 We agree that the Boston Redevelopment Authority will act as development agent for the State, MBTA and City in the development of Parcel 18 proper.

4 We recognize the vital role of the community in the development process and we agree to continue to work with the Parcel 18 + Task Force as the legitimate public participatory body for the development of Parcel 18 +.

5 We agree to promote and obtain the highest possible levels of economic benefits, including equity participation, in the Parcel 18 + development projects for the residents of the adjacent neighborhoods, for minority business enterprises, and for community development corporations.

6 We agree to link the development rights for Parcel 18 to the development rights for a major downtown parcel, to maximize the economic attractiveness of Parcel 18.

7 We agree to coordinate and expedite all needed public reviews and permits, to provide any public incentives to strengthen the development, and to commit any public financing and/or improvements available to us, to ensure not only that development can go forward, but that it generates substantial economic benefits to the residents of this community.

8 We agree to commit public sector tenancy to the Parcel 18 development both to ensure the economic viability of the project and to bring vital public services closer to the residents of the neighborhoods. .

IN WITNESS WHEREOF, on July 31, 1985, the Commonwealth of Massachusetts and the City of Boston, acting through their Chief Executives, have caused this agreement to be signed, sealed, and delivered on behalf of their administrations.

Michael S. Dukakis
Governor of Massachusetts

Raymond L. Flynn
Mayor, City of Boston





ON BEHALF OF OUR COMMUNITY and in the witness of the principles and agreements included herein, we have endorsed and signed this Agreement in the presence of the Governor, the Mayor and our community.

July 31, 1985

MEMORANDUM OF AGREEMENT

Extending the duties and responsibilities of the Parcel 18+ Task Force.

WHEREAS, the Commonwealth of Massachusetts and the City of Boston have committed themselves to pursue economic and community revitalization in the Southwest Corridor; and

WHEREAS, the Commonwealth, the City, and all other parties signatory to this agreement have a mutual and continuing interest in the orderly development of certain parcels of land within the Southwest Corridor, as more specifically identified on the attached map, (hereinafter "Parcel 18+"); and

WHEREAS, the Massachusetts Bay Transportation Authority ("MBTA"), the City of Boston ("City") and Northeastern University ("University") each has title to certain portions of these parcels, and they are in agreement that these parcels are to be developed consistent with the Southwest Corridor 1979 Development Plan and the City of Boston's development policies, or any amended plan developed through the Parcel 18+ Task Force pursuant to this Memorandum of Agreement; and

WHEREAS, Massachusetts Department of Public Works (the "MDPW") has title to one portion of Parcel 18, as shown on the attached map, which portion the MDPW intends to transfer in the near future to the MBTA for uses consistent with this Memorandum of Agreement (such transfer of title to be completed in accordance with the applicable provisions of M.G.L. c.7, Section 40F, and subject to any required Federal Highway Administration approvals); and

WHEREAS, the original Memorandum of Agreement creating the Parcel 18+ Task Force expired on June 16, 1983; and

WHEREAS, the MBTA is responsible for the completion of the Southwest Corridor Project and is the Commonwealth's lead agency for planning and implementation of joint development in a manner consistent with the "MBTA Procedures for Joint Development of Property in the Southwest Corridor", which took effect on February 6, 1985; and

WHEREAS, the MBTA's Director of Southwest Corridor Land Development is the MBTA's central agent for Parcel 18+ and will coordinate on the MBTA's behalf the activities of the various public agencies working in and adjacent to Parcel 18+; and will coordinate the activities of City agencies with those of the MBTA with regard to Parcel 18+; and will represent the MBTA with respect to planning and construction activity as these relate to the disposition and development of parcels within the boundary of Parcel 18+; and

WHEREAS, the City desires to coordinate the activities of various City agencies involved in the development of Parcel 18+, including but not limited to: the disposition of land for development; district planning; obtaining public funding; facilitating City reviews and permitting; facilitating negotiation of real estate tax agreements; facilitating relocation/provision of utilities; and providing other appropriate support; and

WHEREAS, the MBTA and the City each intend to designate the Boston Redevelopment Agency ("BRA") as their agent to create and implement a plan for the development of Parcel 18, and this understanding will be incorporated into Letters of Agreement between the parties; and

WHEREAS, the parties to this agreement will expedite the federal and state permitting process for Southwest Corridor Project development implementation; and

WHEREAS, the Lower Roxbury Community Corporation ("LRCC"), the Community Development Corporation of Boston, ("CDC"), The Greater Roxbury Development Corporation, ("GRDC"), and the Roxbury Action Program, ("RAP"), have planning and development capabilities and have represented community interests in this development for more than five years; and

WHEREAS, there are a number of other community groups and public agencies with a strong interest in Parcel 18+ which desire to review and comment on planning and development within Parcel 18+ because they represent residents in the surrounding area, or are engaged in activities which relate directly to development in Parcel 18+ (these groups are identified on the signatory page of this Agreement);

NOW, THEREFORE, be it resolved that:

1. The signatories agree to continue their association as the Parcel 18+ Task Force, (the "Task Force") in order to review the ongoing planning, analyses of marketability and development feasibility, disposition procedures and strategy for implementation, and to assure adherence to the Southwest Corridor 1979 Development Plan and the City of Boston's development policies, or to any amended plan developed through the Task Force pursuant to this Memorandum of Agreement, and to the stated Southwest Corridor Project principles for effective community participation.

2. The Task Force shall meet as often as required to conduct the business of the Task Force; it will hold regular monthly meetings which will be open to attendance and participation by all interested parties.

3. All signatories to this Agreement will coordinate closely their short- and long-term planning for new facilities with other members of the Task Force. No signatory to this Agreement will initiate further land acquisition development within the Parcel 18+ boundaries, without first notifying the other parties to this Agreement.

4. As part of the overall Parcel 18+ development program, the University will prepare a development plan for Parcel 17X and will seek the endorsement of this plan by the other members of the Task Force. It is understood that the development of Parcel 17X will be contingent upon: (1) delivery by the MBTA to the University of a deed or deeds in a form acceptable to the University to the land under the MBTA Settlement Agreement; (2) the receipt of a building permit for the University's garage, plans for which shall be approved by the Task Force; (3) designation of a developer; (4) adequate financing of the development project(s); (5) a plan acceptable to the University, the MBTA, the Executive Office of Transportation and Construction, the BRA and other signatories for temporary replacement on University property and public land of any spaces which must be relocated from Parcel(s) 18 and/or 22 after July 1, 1986 until completion of the garage or Parcel 17X; (6) provision by the MBTA and/or the Executive Office of Transportation and Construction of space to park 250 cars to replace on a temporary basis those spaces displaced during construction of the garage on Parcel 17X; (7) provision by the City of any additional spaces which may be required to replace on a temporary basis spaces displaced during construction of the garage on Parcel 17X; (8) the receipt of all necessary governmental approvals and permits; (9) and the approval by the City of those elements of the University's Master Plan that relate to the development of Parcel 17X, including where relevant garage, library, research, and recreational or athletic facilities.

The University will report to the Task Force at least quarterly on the progress of the development project(s). It is understood that the University will use its best efforts to initiate construction of additional development project(s) no later than upon completion of the garage. It is further agreed that should the development of Parcel 17X be phased, the University will landscape appropriately, weather permitting, any portions of the site which remain undeveloped for a period of six months or longer.

5. The Parcel 18+ Task Force will receive regular progress reports from the MBTA, the City, and the University, concerning on-going projects within the Corridor area, with particular reference to issues having a direct bearing on the future use of Parcel 18+.

6. The Task Force shall assess its needs for staff and consultant support and communicate them to the MBTA, the BRA, and the University. The MBTA, the BRA, and the University will, in response to requests that they determine are reasonable, provide in-kind staff and consultant services. (Utilization of services will be coordinated by the MBTA or its agent, the BRA.)

7. The Parcel 18+ Task Force will prepare a policy statement which describes the Task Force's recommendations on a program of uses, scale of development, development strategy, and financing plan for Parcel 18+. The parties to this agreement will use their best efforts to adopt this policy statement within four months of the date of execution of this Memorandum of Agreement.

8. The MBTA and the City agree that the Community Development Corporations which are signatories to this agreement shall have the opportunity to participate or be otherwise involved in the development of Parcels 18 and 22. Prior to the formal review and evaluation of development proposals for Parcels 18 and 22, a CDC participation policy consistent with this Agreement shall be agreed upon by the MBTA and the BRA with the aforementioned Community Development Corporations; this policy shall specify the scope and level of such participation or involvement. The parties will use their best efforts to insure that this policy is established within four months of the execution of this Memorandum of Agreement.

9. The MBTA and the BRA are fully committed to providing opportunities to minority developers as equity participants within the Parcel 18+ development process and will work with the Parcel 18+ Task Force to develop these opportunities. The MBTA and the BRA will conduct and conclude studies by September 1, 1985, to identify MBE developers within the City of Boston and the MBTA's jurisdiction, respectively, and to analyze models of MBE participation in comparable projects by transit authorities and by others. During the studies which will be completed by September 1, 1985, the MBTA and the BRA will meet with the Parcel 18+ Task Force to review the results of the studies and to discuss procedures with respect to MBE development opportunities on land owned or leased within the Joint Development Parcels in the 18+ area.

10. The MBTA and the BRA are fully committed to providing opportunities to minority business entrepreneurs and vendors and will address within the planning process the methods that will be employed to maximize these opportunities.

11. The agreement shall remain in effect for five years from the date of execution of this agreement and will thereafter continue from year to year. After the five year term, a party may withdraw from this agreement by notifying the other parties ninety (90) days prior to the anniversary date of the execution of this agreement.

MICHAEL S. DUKAKIS
Governor
Commonwealth of Massachusetts

RAYMOND L. FLYNN
Mayor
City of Boston

ALDEN S. RAINE
Director
Governor's Office of
Economic Development

STEPHEN COYLE
Director
Boston Redevelopment
Authority

FREDERICK P. SALVUCCI
Secretary
Executive Office Transportation
and Construction

KENNETH RYDER
President
Northeastern University

JAMES F. O'LEARY
General Manager
Massachusetts Bay
Transportation Authority

MARVIN GILMORE
General Manager, CDC

ROBERT TIERNEY
Commissioner
Massachusetts Department
of Public Works

RALPH SMITH
President, LRDC

HATTIE DUDLEY
Mission Hill Extension

CHRISTINE E. KING
Realty Manager / Urban Planner
GRDC

LLOYD KING
Director, BAP

CAROL CLARK
Whittier Street
Tenant Policy Council

GRETCHEN JACKSON
United Neighbors of Lower
Roxbury, Inc.

MEMORANDUM JANUARY 30, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: JOSEPH J. NOONAN, ASSISTANT DIRECTOR FOR MANAGEMENT AND BUDGET

SUBJECT: DESIGNATION OF FUND BALANCE AS OF SEPTEMBER 30, 1990 FOR LEGAL SERVICES

During Fiscal Year 1990 the Boston Redevelopment Authority authorized expenditures for Legal Counsel in support of the abutters challenge of the zoning designations for the Kington/Bedford project. The total cost of this support amounted to $94,847.

An appropriate vote follows:

VOTED: That the Director be authorized to Designate Fund Balance in the amount of $94,847 as of September 30, 1990 for legal expenses incurred for the Kingston/Bedford Project.

Vote

MEMORANDUM SEPTEMBER 12, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: HOMER RUSSELL, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
JUAN CARLOS LOVELUCK, PROJECT MANAGER

RE: SCHEDULING PUBLIC HEARING REGARDING PARCEL 18

EXECUTIVE SUMMARY:

THIS MEMORANDUM REQUESTS THAT THE BRA SCHEDULE A PUBLIC HEARING TO BE HELD AT ITS NEXT BOARD MEETING REGARDING AN AMENDMENTS TO THE MASTER PLAN AND A REVISED PHASE I DEVELOPMENT PLAN FOR RUGGLES CENTER ON PARCEL 18.

The designated developer of Parcel 18, Ruggles Center Joint Venture (RCJV), has obtained a commitment from the Registry of Motor Vehicles (RMV) to lease approximately 150,000 square feet in the first phase of the Ruggles Center project. In order to proceed with the project, amendments to the Master Plan and revised Phase I Development Plan for Ruggles Center, which were originally approved by the BRA Board on June 29, 1989, are required.

Specifically, RCJV will not construct the planned above-grade parking garage as part of the first phase of development. Additionally, RCJV wishes to increase the permitted capacity of the garage from 735 cars to 1,000 cars, with a corresponding increase in height from 86 feet to 96 feet (one additional floor), if necessary. Temporary on-grade parking will be constructed in Phase I to accommodate the parking needs of the RMV.

The development of Phase I of Ruggles Center will put in place the critical mass of development at Parcel 18 which will attract tenants to subsequent phases and which will help attract other investment to the area. Therefore we request that a public hearing be scheduled at the BRA's next Board meeting in order that the Board may consider the proposed amendments and to allow for public comment.

An appropriate vote follows.

VOTED: That the Boston Redevelopment Authority hereby authorizes the advertisement of a public hearing regarding amendments to the Ruggles Center Master Plan and a revised Phase I Development Plan to be held on Thursday, September 26, 1991, at 1:00 p.m.

Opened 1st Read Statement

BOSTON REDEVELOPMENT AUTHORITY

CHAIRMAN'S STATEMENT

September 26, 1991 - 1:00 p.m.

This is a Public Hearing before the Boston Redevelopment Authority being held in conformance with Sections 3-1A and 26-3 of the Boston Zoning Code to consider an Amendment to the Master Plan and Development Impact Project Plan for Planned Development Area No. 34 and to also consider a new Development Plan for Phase I of Master Plan for Planned Development Area No. 34. These Plans were submitted by the Ruggles Center Joint Venture, developer of the Ruggles Center project.

This hearing was duly advertised on September 20, 1991.

In a Boston Redevelopment Authority hearing, the Authority staff and the Developer will first present their case and are subject to questioning by members of the Authority only. Thereafter, others who wish to speak in favor of the proposed Amendment and Development Plan are afforded the opportunity to do so under the same rules of questioning. Following that, those who wish to speak in opposition may do so, again under the same rules of questioning. Finally, the proponents are allowed a period of five to ten minutes for rebuttal, if they so desire.

Juan Loveluck, Project Manager, will now introduce the proponents and their project.

Opened 1st Concluded 1st

JKF FO Urban Voted

MEMORANDUM

SEPTEMBER 26, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: HOMER RUSSELL, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
JUAN CARLOS LOVELUCK, PROJECT MANAGER — Presented

RE: RUGGLES CENTER

only speaker was Jean Pinardo Gillet Trust. President of J.P.

EXECUTIVE SUMMARY: THIS MEMORANDUM REQUESTS THAT, WITH RESPECT TO THE RUGGLES CENTER PROJECT, THE BRA APPROVE AN AMENDMENT TO THE APPROVED PDA MASTER PLAN, REVOKE THE PHASE I DEVELOPMENT PLAN AND THAT IT APPROVE A REVISED PHASE I DEVELOPMENT PLAN.

On February 8, 1990, the Boston Redevelopment Authority (BRA) granted Final Designation to Metropolitan/Columbia Plaza Venture (MCPV) as developer of the Parcel to Parcel Linkage project, consisting of the Kingston-Bedford site in downtown Boston and the Parcel 18 site in the Southwest Corridor in Roxbury.

On June 19, 1989, the BRA approved a Planned Development Area (PDA) Master Plan for PDA No. 34 setting forth the framework for the development of the Parcel 18 site in a phased development sequence. The development described in the Master Plan includes a total of five elements as follows: three buildings, of which two are office buildings and one either a hotel or office building, a free-standing parking garage, and a public plaza around which the entire development will be oriented.

On the same date, the BRA also approved the Phase I Development Plan for the Ruggles Center project. Phase I as described in the approved Development Plan consists of the public plaza, the first office building, and the parking garage.

Since that time, MCPV has sought commitments from tenants for the first phase in order to enable financing for the project to be obtained and the project to proceed. Following several months of negotiation, Governor Weld on May 21 of this year signed a Letter of Intent on behalf of the Registry of Motor Vehicles (RMV) to occupy approximately 150,000 square feet in the first phase of Ruggles Center, with tenancy beginning on June 1, 1993. We anticipate that the lease will be executed in the first week of October. This facility will replace RMV's current facility at 100 Nashua Street as its public business office in the City of Boston.

RCJV is now ready to proceed with Phase I of the project, but requires some changes to

BOSTON REDEVELOPMENT AUTHORITY

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This hearing was duly advertised on September 20, 1991.

In a Boston Redevelopment Authority hearing, the Authority staff and the Developer will first present their case and are subject to questioning by members of the Authority only. Thereafter, others who wish to speak in favor of the proposed Amendment and Development Plan are afforded the opportunity to do so under the same rules of questioning. Following that, those who wish to speak in opposition may do so, again under the same rules of questioning. Finally, the proponents are allowed a period of five to ten minutes for rebuttal, if they so desire.

Juan Loveluck, Project Manager, will now introduce the proponents and their project.

MEMORANDUM SEPTEMBER 26, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: HOMER RUSSELL, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
JUAN CARLOS LOVELUCK, PROJECT MANAGER

RE: RUGGLES CENTER

EXECUTIVE
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On June 19, 1989, the BRA approved a Planned Development Area (PDA) Master Plan for PDA No. 34 setting forth the framework for the development of the Parcel 18 site in a phased development sequence. The development described in the Master Plan includes a total of five elements as follows: three buildings, of which two are office buildings and one either a hotel or office building, a free-standing parking garage, and a public plaza around which the entire development will be oriented.

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Since that time, MCPV has sought commitments from tenants for the first phase in order to enable financing for the project to be obtained and the project to proceed. Following several months of negotiation, Governor Weld on May 21 of this year signed a Letter of Intent on behalf of the Registry of Motor Vehicles (RMV) to occupy approximately 150,000 square feet in the first phase of Ruggles Center, with tenancy beginning on June 1, 1993. We anticipate that the lease will be executed in the first week of October. This facility will replace RMV's current facility at 100 Nashua Street as its public business office in the City of Boston.

RCJV is now ready to proceed with Phase I of the project, but requires some changes to

the provisions of the PDA Master Plan and Phase I Development Plan to reflect minor changes in the project. Specifically, RCJV seeks permission to delay the construction of the above grade garage within Phase I until there is sufficient demand in the marketplace to make it financially feasible. In addition, MCPV is seeking to increase the maximum permitted capacity of the garage from 740 to 940 cars. Because of a more efficient internal parking layout, this requires only one additional story to the seven story structure which was previously approved. The larger garage will have a height of 96 feet (measured from mean grade to top of parapet wall), an increase of 10 feet. Further, the approved PDA Master Plan allows up to 1,040 parking spaces for the entire Ruggles Center project. This maximum parking capacity for the site will not be increased.

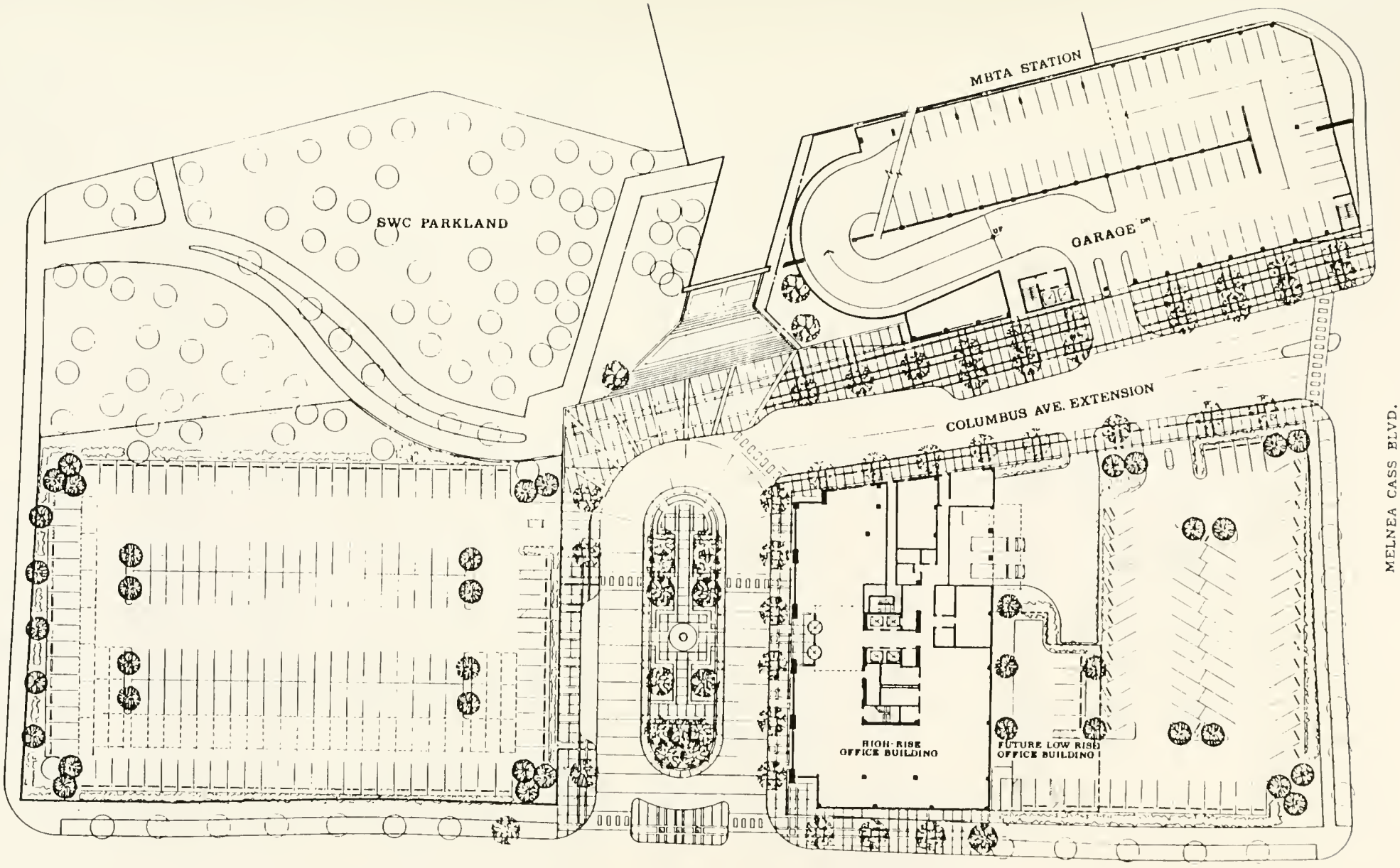
In order to accommodate the parking needs of RMV until the parking garage is constructed, RCJV seeks permission, by submitting a revised Phase I Development Plan, to construct at-grade parking facilities for 277 cars. Of this amount, 76 spaces will be provided in a lot constructed on Parcel 18-1A (located at the corner of Tremont Street and Melnea Cass Boulevard) for RMV employees, and 201 spaces will be provided on Parcel 18-3 (located at the corner of Tremont Street and Ruggles Street) to accommodate the needs of the public conducting business at the RMV office. These parking lots will remain in use only until the parking garage is completed.

In order to proceed with the Ruggles Center project, which is of vital importance to the Roxbury community, it is necessary to amend the Master Plan and approve the revised Phase I Development Plan as described above. These changes will not materially change the Ruggles Center project, but instead reflect a slight rescheduling of the various elements required because of the current real estate market.

An appropriate vote follows:

VOTED: That the Boston Redevelopment Authority hereby (1) revokes the existing Development Plan for Phase I of Master Plan for Planned Development Area No. 34, Ruggles Center, dated June 29, 1989, which was approved by the Authority on June 29, 1989 (the "Original Development Plan"); (2) adopts and approves (a) the attached amendment dated September 26, 1991 (the "Amendment") to the Master Plan and Development Impact Project Plan for Planned Development Area No. 34, Ruggles Center dated June 29, 1989, which was approved by the Authority on June 29, 1989 (the "Master Plan") and (b) the attached Development Plan for Phase I of Master Plan for Planned Development Area No. 34, Ruggles Center, dated September 26, 1991 (the "Development Plan"); (3) authorizes the Director of the Authority to take any action and to execute in the name of, and on behalf of the Authority, all agreements and documents incidental to the Master

plan, as affected by the Amendment, and the Development Plan, such agreements and documents to be on such terms and conditions as the Director deems appropriate and in the best interests of the Authority, including, without limitation, an Amended and Restated Cooperation Agreement between the Authority and Ruggles Center Joint Venture dated as of May 31, 1991 substantially in the form attached hereto, with such changes as the Director in his discretion, shall determine to be necessary or desirable, the Director;s execution and delivery of any such agreement or document or taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; (4) determines that employment positions in businesses occupying the Ruggles Center project are newly created in Roxbury, that the Development Plan provides for entrepreneurial assistance measures, and that the Development Plan provides for job opportunities to facilitate community access to jobs created by the Ruggles Center project; (5) finds that the Master plan, as affected by the Amendment and the Development Plan, each conform to the general plan for the City as a whole and that nothing in either if such plans will be injurious to the neighborhood or otherwise detrimental to the public welfare; (6) further finds that the Development Plan complies with the provisions of Sections 50-12 through 50-17 of the Boston Zoning Code (the "Code"), and that the Development Plan conforms to the Roxbury Neighborhood Plan and to the general plan for the city as a whole, that each proposed project described in the Development Plan is in compliance with the Building Height and Floor Area Ration Standards set forth in Section 50-14 of the Code, and that on balance, nothing in such Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens; (7) further, finds that the Master Plan, as affected by the Amendment, and the Development Plan each do adequately and sufficiently satisfy all other criteria specifications for a master plan and a development plan, respectively, as set forth in the Code, including Article 50 hereof; (8) except as affected hereby, reaffirms the resolutions of the Authority adopted on June 29, 1989 in connection with approval of the Master Plan and Original Development Plan entitled, "Resolution of the Boston Redevelopment Authority Regarding Ruggles Center Master Plan and Development plan for Phase I, dated June 29, 1989, consisting of 16 pages, plus exhibits thereto, and specifically reaffirms the Resolves adopted thereby and findings incorporated therein with respect to the Master Plan, as affected by the Amendment, and the Development Plan.



SITE PLAN: PHASE I

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC ARCHITECTS AND PLANNERS

SEPTEMBER 1001

BOSTON REDEVELOPMENT AUTHORITY

September 26, 1991

AMENDMENT TO MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Master Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan for Planned Development Area No. 34 (the "Master Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Ruggles Center") on June 29, 1989. The Master Plan was approved by the Zoning Commission on September 11, 1989, and by the Mayor on September 13, 1989. This Amendment to Master Plan sets forth revisions to the Master Plan to reflect changed circumstances since the approval of the Master Plan

Amendment of Master Plan: The Master Plan is hereby amended in the following respects:

1. In the Section headed "Planning Objectives and Character of Development Including Location and Appearance of Structures" on page 2 of the Master Plan the following are substituted for the originals therein:

(a) The second sentence in the second paragraph is deleted and the following is substituted therefor:

> "The buildings will be multi-story and will be constructed primarily (with the exception of the above-grade garage) of brick with pre-cast concrete detailing."

(b) The sixth sentence in the second paragraph is deleted and the following is substituted therefor:

> "A fifth building, an above-grade parking garage (the "Garage") will be located on the northerly side of the Plaza (as defined below) and will contain parking and possibly retail space on the ground level and up to nine (9)

additional levels of parking (including a level of parking on the roof). The Garage will contain up to 940 parking spaces (and may be built in phases)."

(c) The following language is inserted at the end of the last sentence in the second paragraph:

"in the event that the Garage is not constructed to its maximum dimensions. In no event, however, will the total parking capacity of the Project exceed 1,040 cars."

(d) The third paragraph is deleted and the following is substituted therefor:

"A plaza is designated on a plan attached to this Master Plan as Exhibit C (the "Plaza"). The Plaza will be the focal point of the Project for the pedestrians entering the Plaza from Ruggles Station, Tremont Street, Columbus Avenue, and Melnea Cass Boulevard. The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reshaped. New sidewalks of concrete paving and brick accent strips will form the perimeter of the Plaza. The Plaza, once constructed, will extend northerly from Tremont Street to the entrance of Ruggles Station and will continue easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard. The ground plane of the Plaza will have metal tree grates, landscape features, lighting, and sturdy, decorative seating. Trees and shrubs will be used to soften, and make inviting, public pathways and gathering places. With a series of retail uses and building lobbies opening onto the Plaza coupled with the Ruggles Station entrance, it is anticipated that the Plaza will become the hub of pedestrian activity. The Plaza will not only enhance the Project, but will also serve transit riders as well as the general public. The Plaza, including the related roadways, the sidewalks, the "kiss and ride turn-around", and the parking islands, will be constructed by the Developer for the benefit of the general public under an appropriation of $2.01mm from the City of Boston for the cost of designing and constructing the Plaza and the improvements

thereto and in accordance with the provisions of the Sale and Construction Agreement for Ruggles Center, dated as of May 31, 1991, by and between the Authority and Ruggles Center Joint Venture (the "Sale Agreement")."

(e) The fourth paragraph is deleted.

(f) In the fourth sentence of the fifth paragraph "Columbus Avenue Extension" is deleted and the following is substituted therefor:

"Melnea Cass Boulevard"

2. In the Section headed "Range of Dimensional Requirements Contemplated for Each Proposed Use" on page 4 of the Master Plan the following language is inserted thereto:

(a) at the end of the last two entries under Range of Dimension:

a raised "C"

(b) creating a new reference at the bottom of TABLE I

"[C]See Note 3 below."

(c) inserting under "Notes to Table I" the following :

"3. The number of parking spaces in the above-grade parking garage may be increased by up to 325 to 350 parking spaces in which event the number of parking spaces in the below-grade parking garage will be reduced accordingly."

3. The Section headed "Proposed Phasing of Construction" on page 5 of the Master Plan is deleted and the following is substituted therefor:

"It is currently anticipated that Phase 1 will involve the construction of an office/retail building, a plaza, grade level parking, an above-grade parking garage, and permanent landscaping on the completed portions of the Site. The office/retail building to be constructed in Phase 1 will be up to twelve (12) stories, will not exceed 242,000 square feet of gross floor area, and will be located along Tremont Street and adjacent to the eastern boundary of the Plaza (the "Office Building"). The Office Building may be developed in two (2) component

parts, a high-rise component (the "High-Rise") and the low-rise component (the "Low-Rise"). The High-Rise will consist of up to twelve (12) stories and the Low-Rise will consist of up to three (3) stories. The Garage will be located along the northerly side of the Plaza. Prior to the construction of the Garage, the Garage site will remain fenced in and landscaped as at present. The remainder of the Site which will consist primarily of grade level parking and temporary landscaping will accommodate up to 277 cars, with accommodations for up to seventy-six (76) cars to the east of the Office Building and with accommodations for up to 201 cars to the west of the Office Building (the "Parking Lots"). The Parking Lots shall be permitted to remain until such time as the Garage is constructed. In no event, however, will the total parking capacity of the Site exceed 1,040 cars. As a result of financing and market considerations, Phase 1 may be undertaken by the Developer in several subphases. The first subphase ("Subphase 1A") will consist of the construction of the High-Rise , the Plaza (under an appropriation of $2.01mm from the City of Boston for the costs of designing and constructing the Plaza and improvements thereof and in accordance with the provisions of the Sale Agreement), and the Parking Lots. The construction of the Low-Rise, construction of the Garage, and permanent landscaping on the completed portions of the Site are anticipated to be completed at the time of completion of the final subphase of Phase 1. Subsequent phases of the development will entail completion of the Project, including the construction of three (3) other office/retail buildings and a hotel. The completion of the other phases of the Project will depend upon demand for additional tenant space in the Project and financing considerations. Furthermore, any one or more of the components of the Project or phases located or to be located on the Site may be financed independently of the other components or phases located or to be located on the Site and, therefore, any one or more of such components or phases may need to be considered as situated on a separate zoning lot, capable of being conveyed or mortgaged as such. It is anticipated that one or more additional development plans will be submitted for each phase of the Project."

4. In the Section headed "Zoning" on page 6 of the Master Plan the following are substituted for the originals therein:

(a) The first through fifth sentences in the first paragraph are deleted and the following are substituted therefor:

"The Site is located in an M-1-D and M-2-D zoning district and in the Roxbury Neighborhood District established by Article 50 of the Code. The Site is also located in the Greater Roxbury Economic Development Area established by Section 50-7 of the Code in which Planned Development Areas ("PDAs") are permitted [and in the Tremont Street Boulevard Planning District [others/]]. In addition, the Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. As an approved PDA within such District, Ruggles Center is permitted a maximum floor area ratio ("FAR") of 6.0."

^(b) The second paragraph is deleted and the following paragraph is substituted therefor:

"In a PDA located within the Greater Roxbury Economic Development Area, like the Site, relief from the requirements of the Code, may be sought as exceptions pursuant to Article 6A and Article 50 of the Code. It is anticipated, however, that no zoning exceptions will be necessary, since, pursuant to Section 50-16.4 of the Code, a proposed project, and the parcels or Lots and improvements thereon, which are the subject of a Development Plan shall be deemed to be in compliance with the provisions of Article 50 and the Code, so long as the same are consistent with the provisions of the approved Development Plan and other applicable provisions of the Code."

5. In the Section headed "Proposed Traffic Circulation" on page 7 of the Master Plan the following language is inserted therein:

(a) At the end of the second sentence:

"and will continue easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard."

(b) In the third sentence after "Within" delete "the plaza" and^ the following language is substituted therefor:

"the portion of the Plaza which extends

northerly from Tremont Street to the Ruggles Station entrance"

(c) In the fourth sentence after "off" delete "Columbus Avenue Extension and the northwest edge of".

(d) The penultimate and the last sentences are deleted and the following are substituted therefor:

"In addition, drop-offs and short-term parking for the proposed hotel and the proposed retail uses will be provided as necessary. The plaza, including related roadways, sidewalks, the 'kiss and ride turn-around', and the parking islands, will be constructed by the Developer for the benefit of the general public, under an appropriation of $2.01mm from the City of Boston for the costs of designing and constructing the plaza and the improvements thereof and in accordance with the provisions of the Sale Agreement."

6. In the Section headed "Parking and Loading Facilities" on page 7 of the Master Plan the last sentence is deleted and the following is substituted therefor:

"In no event, however, will the total parking capacity of the Project exceed 1,040 cars. Loading bays will be provided as necessary."

7. The second, the third, and the fourth paragraphs of the Section headed "Public Benefits" on page 8 of the Master Plan are hereby deleted and the following paragraph is substituted therefor:

"The development of Ruggles Center is critically important to the revitalization of the Southwest Corridor. The construction of the Project will visually and symbolically mark the commencement of this significant development. The development of Ruggles Center will (a) create new employment positions in businesses locating at Ruggles Center; (b) provide for entrepreneurial assistance measures as set forth in the Amended and Restated Cooperation Agreement for Planned Development Area No. 34 (the "Cooperation Agreement"), a copy of which is attached hereto as Exhibit E; and (c) provide for job opportunities to facilitate community access to jobs created by the development of Ruggles Center. The specific public benefits to be derived from the Project are set forth in the Cooperation Agreement."

8. The following new Section is inserted at the end of the

Master Plan:

> "Agreement Establishing Use and Dimensional Controls: The Sale Agreement and the Cooperation Agreement constitute an agreement with the Authority establishing use and dimensional controls as specified in the Master Plan in accordance with the provisions of Section 50-16.4 of the Code."

9. The Proposed Uses For Ruggles Center attached hereto as Attachment A is hereby substituted for the use chart in Exhibit B of the Master Plan.

10. The Plaza Plan attached hereto as Attachment B is hereby substituted for the "Phase 1: Plaza Plan" in Exhibit C of the Master Plan.

11. The "Plaza Plan" and the "Garage Plan" attached hereto as Attachment C are hereby substituted for the "Phase 1: Plaza Plan" and the "Phase 1: Parking Garage Plan in Exhibit D of the Master Plan.

12. The Exhibit E (The Amended and Restated Cooperation Agreement for Planned Development Area No. 34) attached hereto as Attachment D is hereby substituted for Exhibit E of the Master Plan.

13. Except as set forth above, the Master Plan shall remain unmodified and in full force and effect.

9.19.91 DRAFT

BOSTON REDEVELOPMENT AUTHORITY

September 26, 1991

DEVELOPMENT PLAN
FOR PHASE 1 OF MASTER PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Development Plan: On June 29, 1989, the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan (the "Master Plan") and a Development Plan for Phase 1 of Master Plan (the "Original Development Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Ruggles Center") pursuant to Section 3-1A of the Boston Zoning Code (the "Code"). The Master Plan and the Original Development Plan were approved by the Zoning Commission on September 11, 1989, and by the Mayor on September 13, 1989. The Original Development Plan is hereby revoked and this Development Plan (the "Development Plan") is approved in place thereof to reflect changed circumstances since the approval of the Original Development Plan.

In accordance with Section 3-1A and Article 50 of the Code, this Development Plan sets forth information on the development of the first phase of Ruggles Center ("Phase 1") including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of Phase 1, the proposed dimensions of structures, the proposed densities, the proposed traffic circulation, parking and loading facilities, the proposed phasing of construction, access to public transportation and other major elements of Phase 1 . This Development Plan represents a stage in the planning process for the improvement of Ruggles Center between the Master Plan stage and the stage at which final plans and specifications for Phase 1 (the "Phase 1 Final Plans and Specifications") are submitted to the Authority pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. This Development Plan consists of six (6) pages of text and tables plus attachments designated Exhibits A through H. All references to this Development Plan contained herein shall pertain only to such six (6) pages and attachments. Exhibits A through H are subject to final design and other development review by the Authority in accordance with the Authority's Development Review Procedures dated

1985, revised 1986 (the "Development Review Procedures") and by other governmental agencies and authorities. Any references or depictions in the Exhibits of buildings or other improvements not included in the development of Phase 1 are included in the Exhibits for illustrative purposes only.

Developer: The developer of Phase 1 is Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Architect: The architect for Phase 1 of Ruggles Center is Stull & Lee, Inc. with its offices located at 38 Chauncy Street, Boston, MA 02111.

Site: Phase 1 of Ruggles Center, containing approximately 5.10 acres, consists of the entire site subject to the Master Plan and is described in Exhibit A attached to this Development Plan (the "Site").

Proposed Location and Appearance of Structures: Phase 1 of Ruggles Center involves the construction and development of four (4) distinct elements of the Master Plan: an office/retail building, a free-standing parking garage, grade level parking, and a plaza.

An office/retail building of up to twelve (12) stories and not to exceed 242,000 square feet of gross floor area will be located along Tremont Street and adjacent to the eastern boundary of the Plaza (as defined below) and is designated as "Office Building" on the plan attached to this Development Plan as Exhibit B (the "Office Building"). The Office Building may be developed in two (2) component parts, a high-rise component (the "High-Rise") and the low-rise component (the "Low-Rise"). The High-Rise will consist of up to twelve (12) stories and the Low-Rise will consist of up to three (3) stories. An above-grade parking garage will be located along the northerly side of the Plaza (as defined below) and is designated "Garage" on the plan attached to this Development Plan as Exhibit B (the "Garage"). The Garage will contain parking on the ground level and up to nine (9) additional levels of parking (including a level of parking on the roof). The Garage will contain up to 940 parking spaces (and may be built in phases). Due to the technical definition of "grade", as defined in the Code and the slope of the Site, the first level of the Garage could be construed under the Code to be below grade. Prior to the construction of the Garage, the Garage site will remain fenced in and landscaped as at present. The remainder of the Site will consist of grade level parking and will accommodate up to 277 cars, with accommodations for up to seventy-six (76) cars on Parcel 18-1A located to the east of the Office Building and with

accommodations for up to 201 cars on Parcel 18-3A and Parcel 18-3B located to the west of the Office Building (the "Parking Lots"). The final locations and configurations of the Office Building, the Garage, and the Parking Lots are subject to final design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities and shall generally conform to the site plan attached hereto as Exhibit B and the dimensional chart attached hereto as Exhibit C.

In keeping with the traditional building materials employed in Boston, the facades of the Office Building shall be constructed primarily of brick with pre-cast concrete detailing. The Office Building and the Garage shall have heights and gross floor areas which do not exceed those set forth in the dimensional chart attached hereto as Exhibit C or as such may be affected by changes to Phase 1 as a result of further design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities. All references herein to "height" and "gross floor area" refer to those terms as they are defined in the Code. The elevations attached to this Development Plan as Exhibit D illustrate the general appearance of the Office Building presently proposed for Phase 1. The plans attached to this Development Plan as Exhibit E illustrate the general appearance of the Garage presently proposed for Phase 1. The elevations for the Office Building and the plans for the Garage are subject to final design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities.

Construction of the High-Rise is expected to begin in March of 1992 with the construction of the Plaza (as described below) and the Parking Lots to begin thereafter. Completion of the Office Building and Parking Lots is expected in the third quarter of 1993. Construction of the Low-Rise and the Garage will be deferred until subsequent stages of development (as described below).

Open Spaces and Landscaping: A plaza is designated on a plan attached to this Development Plan as Exhibit B (the "Plaza"). The Plaza will be the focal point of Ruggles Center for the pedestrians entering the Plaza from Ruggles Station, Tremont Street, Columbus Avenue, and Melnea Cass Boulevard. The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reshaped. New sidewalks of concrete paving and brick accent strips will form the perimeter of the Plaza. The Plaza, once constructed, will extend northerly from Tremont Street to the entrance of Ruggles Station and will continue easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard. The ground plane of the Plaza will have metal tree grates, landscape features, lighting, and sturdy, decorative seating. Trees and shrubs will be used to soften and make inviting public pathways and gathering places. With a series of retail uses and building lobbies opening onto the

Plaza coupled with the Ruggles Station entrance, it is anticipated that the Plaza will become the hub of pedestrian activity. The Plaza will not only enhance Phase 1, but will also serve transit riders as well as the general public. The Plaza, including related roadways, sidewalks, the "kiss and ride turn-around", and parking islands, will be constructed by the Developer for the benefit of the general public under an appropriation of $2.01mm from the City of Boston for the cost of designing and constructing the Plaza and the improvements thereto and in accordance with the provisions of the Sale and Construction Agreement for Ruggles Center, dated as of May 31, 1991, by and between the Authority and Ruggles Center Joint Venture (the "Sale Agreement").

The location of the Plaza is designated on the plan attached to this Development Plan as Exhibit F. The final location and configuration of the Plaza is subject to final design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities.

All plans for Ruggles Center are subject to ongoing development review and approval by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities.

Proposed Uses of Site: The proposed uses for the Site may include one or more of the uses set forth in the use chart attached hereto and incorporated herein as Exhibit G.

Proposed Dimensions of Structures: Exhibit C provides the proposed maximum dimensions of the Office Building and the Garage. The Site is located in an M-1-D and M-2-D zoning district and in the Roxbury Neighborhood District established by Article 50 of the Code. The Site is also located in the Greater Roxbury Economic Development Area established by Section 50-7 of the Code in which Planned Development Areas ("PDAs") are permitted [and in the Tremont Street Boulevard Planning District [others?]]. In a PDA located within the Greater Roxbury EDA, like the Site, relief from the requirements of the Code, may be sought as exceptions pursuant to Article 6A of the Code. It is anticipated, however, that no zoning exceptions will be necessary for Phase 1, since, pursuant to Section 50-16.4, a proposed project, and the parcels or Lots and improvements thereon, which are the subject of a Development Plan shall be deemed to be in compliance with the provisions of Article 50 and the Code, so long as the same are consistent with the provisions of the approved Development Plan and other applicable provisions of the Code.

Proposed Densities: The Site is located in the Greater Roxbury Economic Development Area within the Roxbury Neighborhood District. As an approved PDA within such District, Ruggles Center

is permitted a maximum floor area ratio ("FAR") of 6.0. In addition, the Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. This Development Plan provides for an overall maximum FAR for the Site of 2.33 based upon a ratio of 519,000 square feet of gross floor area of proposed development, to the total land area included in the Site of approximately 222,295 square feet, or approximately 5.10 acres. Due to the technical definitions of "gross floor area", "floor area ratio", and "lot area" in the Code and the construction of the Plaza, including the "kiss and ride turn-around", related roadways and sidewalks, open space, and other public areas, the actual FAR of Phase 1 may be larger since such areas may be excluded from the area of the "lot" upon which the FAR is calculated pursuant to the Code. Furthermore, in the event that the Site is subdivided, the FAR for particular components of Phase 1, analyzed separately, may have a different FAR. The total development in Phase 1, however, will not exceed 519,000 square feet of gross floor area.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reshaped to accommodate the Plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Within the portion of the Plaza which extends northerly from Tremont Street to the Ruggles Station entrance, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the Plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for the Office Building, the Garage, and the Parking Lots will be off the Plaza. In addition, drop-offs and short-term parking for the retail uses will be provided as necessary. The Plaza, including related roadways, sidewalks, the "kiss and ride turn-around", and parking islands, will be constructed by the Developer for the benefit of the general public, under an appropriation of $2.01mm from the City of Boston for the costs of designing and constructing the Plaza and the improvements thereof and in accordance with the provisions of the Sale Agreement.

Parking and Loading Facilities: Phase 1 will include grade level parking and an above-grade parking garage as set forth above. In no event, however, will the total parking capacity of the Site exceed 1,040 cars as approved in the Master Plan. Loading bays will be provided as set forth in Exhibit D. Phase 1 will include off-street grade-accessed loading to service the Office Building.

Proposed Phasing of Construction: It is currently anticipated that Phase 1 will involve the construction of the Office Building, the Plaza, the Garage, the Parking Lots, and permanent landscaping on the completed portions of the Site. As a result of financing and market considerations, Phase 1 may be undertaken by the

Developer in several subphases. The first subphase ("Subphase 1A") will consist of the construction of the High-Rise, the Plaza (under an appropriation of $2.01mm from the City of Boston for the costs of designing and constructing the Plaza and improvements thereof and in accordance with the provisions of the Sale Agreement), and the Parking Lots. Subsequent subphases will consist of the construction of the Low-Rise, construction of the Garage, and permanent landscaping on the completed portions of the remainder of the Site. Furthermore, one or more of the High-Rise, the Low-Rise, the Garage, and the Parking Lots may be financed independently of the others and, therefore, the land on which one or more is located may need to be considered as a separate zoning lot, capable of being conveyed or mortgaged as such.

Access to Public Transportation: The Site is ideally situated for both local and regional public transit access. Phase 1 is expected to reinforce the directional movement on Tremont Street, Melnea Cass Boulevard, and Columbus Avenue and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Site will be served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles Station to downtown Boston via the Orange Line is under ten (10) minutes.

Public Benefits: Ruggles Center is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City of Boston and the Commonwealth of Massachusetts. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City of Boston.

The development of Phase 1 of Ruggles Center is critically important to the revitalization of the Southwest Corridor. The Office Building and the Plaza will visually and symbolically mark the commencement of this significant development. The development of Ruggles Center will (a) create new employment positions in businesses locating at Ruggles Center; (b) provide for entrepreneurial assistance measures as set forth in the Amended and Restated Cooperation Agreement for Planned Development Area No. 34 (the "Cooperation Agreement"), a copy of which is attached hereto as Exhibit H; and (c) provide for job opportunities to facilitate community access to jobs created by the development of Ruggles Center. The specific public benefits to be derived from Phase 1 are set forth in the Cooperation Agreement.

Agreement Establishing Use and Dimensional Controls: The Sale Agreement and the Cooperation Agreement constitute an agreement with the Authority establishing use and dimensional controls as specified in the Development Plan in accordance with the provisions of Section 50-16.4 of the Code.

PARCEL TO PARCEL LINKAGE 1
BOSTON REDEVELOPMENT AUTHORITY
BOARD ACTIONS - TECHNICAL CONTRACTS

AGENCY	DATE	ACTION
BRA	05/15/86	RFP issued for environmental consultant for the K/B site and Parcel 18
BRA	07/17/86	WCH Industries and Sasaki Associates chosen to prepare DEIR's for the KB site and Parcel 18
BRA	09/25/86	Rizzo Associates chosen for 21E study for Parcel 18
BRA	04/23/87	Feasibility study for an underground parking garage for the K/B site
BRA	03/10/88	Extension of contract for DEIR's
BRA	10/26/88	Technical service contract with Parcel 18+ Task Force and Chinatown/South Cove Neighborhood Council
BRA	11/10/88	Extension of contract for DEIR's

K4/08 BRA 1-18-90 solicit qualif on P18 plan

BRA ? Design Guidelines to do P18 plan

MEMORANDUM July 17, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR FOR NEIGHBORHOOD PLANNING AND DEVELOPMENT
RICHARD GARVER, ASSISTANT DIRECTOR FOR SPECIAL PROJECTS
RICHARD MERTENS, ENVIRONMENTAL REVIEW OFFICER

SUBJECT: ENVIRONMENTAL CONSULTANT FOR PARCEL 18 AND KINGSTON-BEDFORD PARCELS DEVELOPMENT

On May 15, 1986, tha Authority authorized the Director to seek proposals from environmental consultants to prepare Draft Environmental Impact Reports for the Parcel 18 development project in Roxbury and Kingston-Bedford/Essex Street development in downtown Boston. This is the Authority's first Parcel-to-Parcel linkage project, and developer selection is scheduled to begin later this year, with groundbreaking for first phase construction late in 1987.

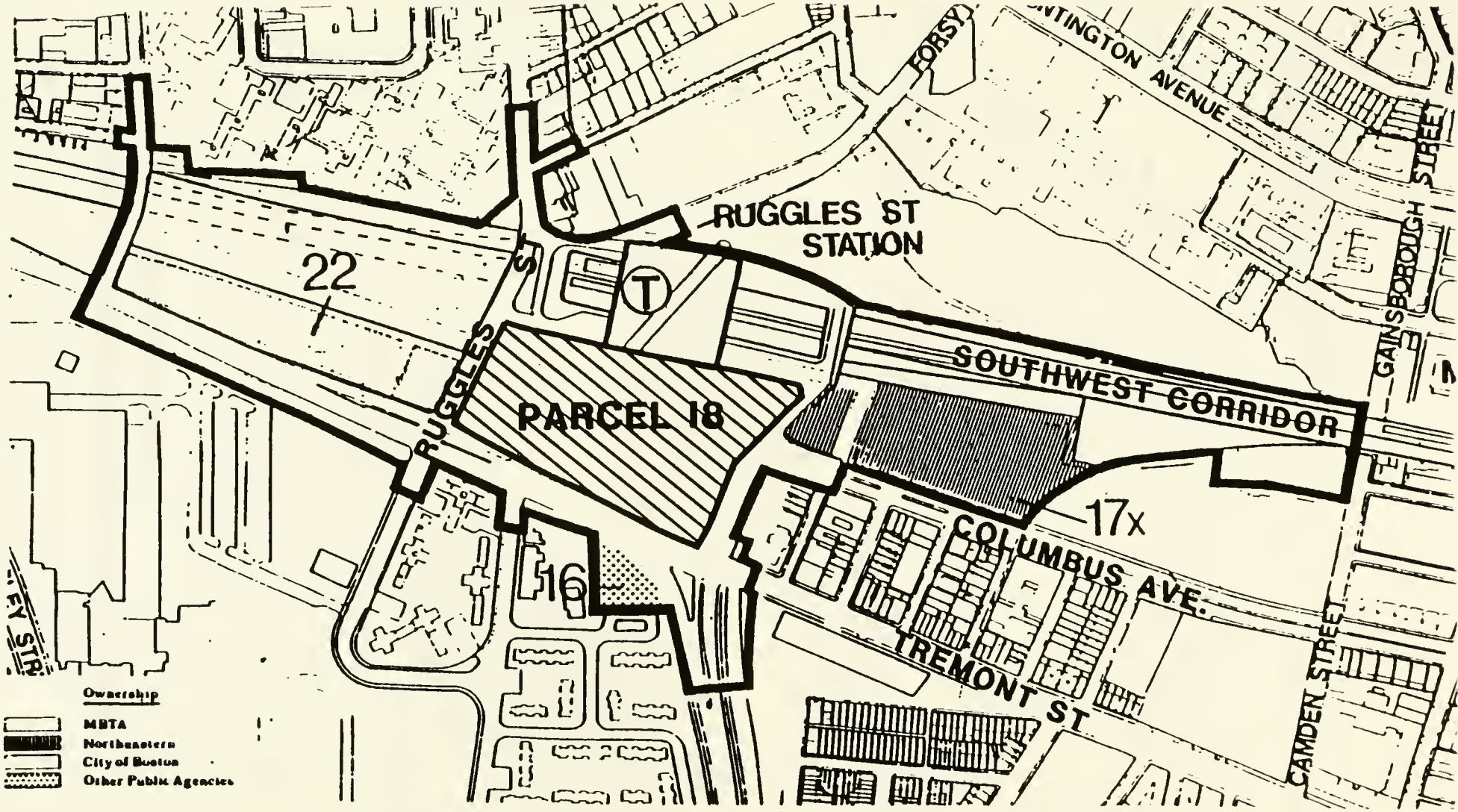
In order to permit this accelerated schedule, the public agencies have agreed to assure the developer of initial environmental clearances. Key city and state agencies have agreed that the BRA will be responsible for preparation of the Draft Environmental Impact Reports on the basis of present project proposals and that MEPA will review and approve these reports prior to proposals being due from development teams. This procedure would ensure submissions of proposals in conformance with the initial environmental approvals. The designated development team(s) would then be responsible, as usual, for preparing the Final EIR's based on its/their actual project(s).

The Authority's staff has contacted and interviewed several consultants and has received indications of interest in preparing the requested impact reports. In response to our inquiry, the firm of WCH Industries, Inc (WCHI), has proposed to form an association with Sasaki Associates, Inc, and has submitted a proposal which is responsive to our requirements. WCH Industries is a minority-owned firm which has had extensive experience in the field of environmental planning and analysis, transportation and traffic analysis, architectural services and hazardous waste management. They have prepared impact reports and studies for Massport, MDC, the Boston Water and Sewer Commission, and the U.S. Air Force. Sasaki Associates likewise is a multi-disciplinary planning and design firm which offers comprehensive environmental services, including the preparation of environmental impact studies. Most recently, Sasaki completed the EIR for the Tent City development. Mr. William Harrison, President of WCHI, will serve as the Principal-in-Charge and Project Director of the project and will be assisted by Mr. Richard Galehouse of Sasaki. The cost for the preparation of these two EIR's will be $300,000.

It is therefore recommended that the Director be authorized to enter into a contract with WCH Industries and Sasaki Associates.

An appropriate vote follows:

VOTED: That the Authority authorize the Director to execute a contract with WCH Industries, Inc. and Sasaki Associates, Inc. to prepare Draft Impact Environmental Impact Reports for the Parcel 18 and Kingston-Bedford Parcel development, at a cost not to exceed $300,000.



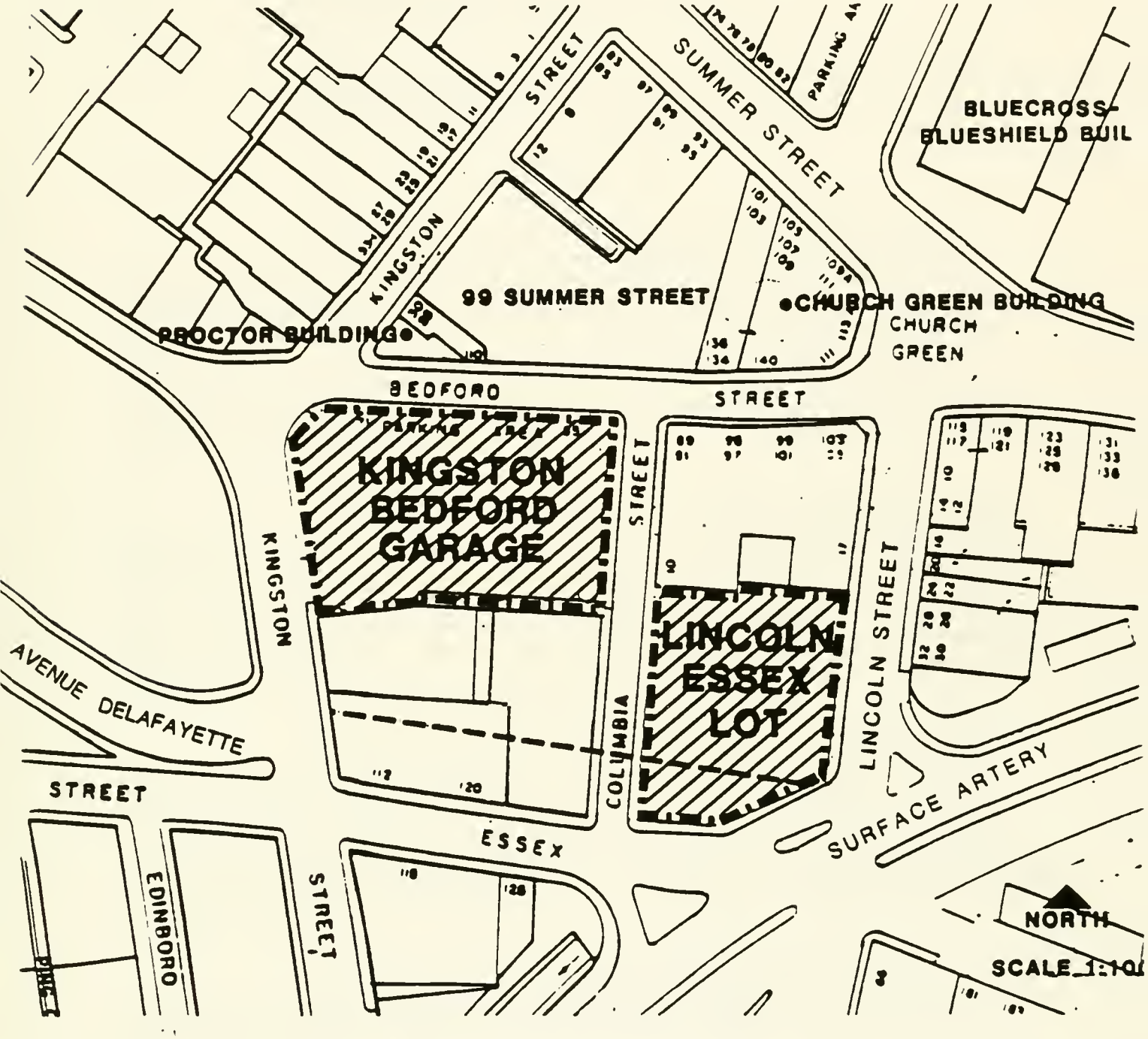
Parcel 18+ Area

SOUTHWEST CORRIDOR PROJECT - Development Coordination

(T) MASSACHUSETTS BAY TRANSPORTATION AUTHORITY KAISER ENGINEERS, Inc. /JAY SPOFFORD & THORNDIKE, Inc.

DEVELOPMENT PARCELS

EXISTING CONDITIONS



▪▪▬ PROPOSED PARCEL BOUNDARIES

— — ALIGNMENT OF PROPOSED ESSEX STREET WIDENING

MEMORANDUM SEPTEMBER 25, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL REAVIS, ASSISTANT DIRECTOR, ENGINEERING AND DESIGN SERVICES
RICHARD MERTENS, ENVIRONMENTAL REVIEW OFFICER

SUBJECT: PARCEL 18 - SUBSOIL STUDY

Under Chapter 21E of the Massachusetts General Laws, property owners are financially liable for the removal of hazardous wastes contained within their properties. Should site investigation indicate the presence of hazardous wastes, the Commonwealth may place a lien on the property to ensure the removal of the wastes, and such a lien has priority over all prior and subsequent encumbrances, including mortgages. Prior to property transfers, particularly of current or former commercial and industrial properties, a property inspection generally is required in order to determine the likelihood of the presence of hazardous wastes and the impact, if any, of their release.

A preliminary assessment of the Parcel 18 site has indicated that there is the potential for the existence of buried underground gasoline storage tanks within the project site as well as subsurface contamination from asbestos fibers. There is also the possibility that subsurface leakage may have occurred from the buried tanks, resulting in contamination of the soil surrounding the underground tank locations. Consequently, a comprehensive subsurface investigation, including a geophysical investigation, the excavation of test pits, on-site analyses, and laboratory analyses of soil and groundwater samples, will be required to determine the extent, if any, of contamination.

Request for Proposals to perform these investigations were sent to several qualified engineering and environmental firms. Two firms - Rizzo Associates of Natick and Gulf of Maine Research Center of Salem - responded with proposals, Rizzo Associates at a cost of $8,900 and Gulf of Maine at a cost of $15,822. Both firms would perform essentially the same type of investigations. Rizzo Associates would subcontract the geophysical investigation to Weston Geophysical, Inc. A check of references has indicated that both firms have performed similar investigations satisfactorily for their clients.

Appropriate staff from the Authority have reviewed the two proposals and have interviewed the consultants. Based on this review, it is recommended that the Director be authorized to enter into a contract with Rizzo Associates.

An appropriate vote follows:

VOTED: That the Authority authorize the Director to execute a contract with Rizzo Associates to perform a subsoil study of Southwest Corridor Parcel 18 in Roxbury, at a cost not to exceed $8,900.

JB4/J/091986/1

4/23/87 10D.

MEMORANDUM

BOARD APPROVED

TO: Boston Redevelopment Authority and
Stephen Coyle, Director

FROM: Paul Reavis, Assistant Director for
Engineering and Design Services
Wallace Orpin, Deputy Assistant Director
of Engineering and Design Services
William Barbato, Senior Project Engineer

SUBJECT: Authorization for the Director to execute a Memorandum of Agreement with the Real Property Department for a replacement parking study for the Kingston-Bedford garage site.

DATE: April 23, 1987

With the depression of the Central Artery and the possible conversion of the Kingston-Bedford Garage to a development site, the construction of a replacement underground parking structure has been encouraged by Real Property Department. The BRA has funded a draft environmental impact report to analyze the development potential of this site of the parcel to parcel linkage program.

A joint study is proposed that would be funded from disposition proceeds. The BRA would provide $15,000 in funds while Real Property provide $15,000 in matching funds. The total contract will be $30,000.

The feasibility study will address the following issues:

a.) number of spaces,
b.) traffic circulation,
c.) compatibility with subsequent site development, and
d.) foundation considerations.

It is proposed that the Authority enter into a Memorandum of Agreement with the City of Boston's Real Property Department which will set forth Real Property's responsibility to independently seek proposals, retain the consultant, and manage the study and the Authority's responsibility to provide matching funds and staff expertise.

It is therefore recommended that the Director be authorized to enter into an appropriate agreement with the Real Property Department to perform a feasibility study for an underground parking structure at the Kingston-Bedford development parcel not with the Authority's match to exceed $15,000 from disposition proceeds.

VOTED: That the Director is authorized to enter into an appropriate agreement with the City of Boston's Real Property Department for the services of a consultant to perform a feasibility study for an underground parking structure at the Kingston-Bedford development parcel in an amount not to exceed $30,000. The BRA will provide $15,000 for the study from Kingston-Bedford garage disposition proceeds. Real Property will select and manage the consultant's work.

3/10/88

BOARD APPROVED

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO MILLETT, ASSISTANT DIRECTOR
PAUL REAVIS, ASSISTANT DIRECTOR
RICHARD MERTENS, ENVIRONMENTAL REVIEW OFFICER

SUBJECT: KINGSTON-BEDFORD/PARCEL 18
DRAFT ENVIRONMENTAL IMPACT REPORTS
EXTENSION OF CONTRACT

SUMMARY: This memorandum requests authorization to execute Amendment No. 1 to the Professional Services Contract with WCH Industries, Inc., to extend the contract time to September 30, 1988, with no increase in contract amount, to allow additional time needed to complete preparation of the Draft Environmental Impact Reports for the Kingston-Bedford and Parcel 18 projects.

On July, 17, 1986, the Authority authorized the Director to execute a contract with WCH Industries, Inc., to prepare Draft Environmental Impact Reports for the Kingston-Bedford and Parcel 18 developments, at a cost not to exceed $300,000. The contract provided that the services were to be completed no later than 12 weeks from issuance of separate Orders to Proceed for each EIR. These Orders to Proceed were issued on August 8, 1986, for the Kingston-Bedford EIR and on September 15, 1986, for the Parcel 18 EIR. The contract thus expired on December 15, 1986.

However, due to unforeseen delays in obtaining the information needed to prepare the reports, and the need for extensive staff and community review of the documents, the two EIR's were not completed within the contract period. Work has been continuing during the past year and final review drafts have been prepared and are undergoing review by the Parcel 18 Task Force and the South Cove/Chinatown Neighborhood Council. It is anticipated that these reviews will be completed shortly, after which the Draft EIR's will be revised as necessary and submitted to the Executive Office of Environmental Affairs for formal MEPA review.

In order that there be sufficient time available for completion of the two Draft EIR's and for public hearings during the MEPA review, it is requested that the Board approve Amendment No. 1 extending the time of performance to September 30, 1988.

An appropriate vote follows.

VOTED: That the Director is authorized to execute Amendment No. 1 to the contract between the Authority and WCH Industries, Inc., dated July 17, 1986, for preparation of Draft Environmental Impact Reports for the Kingston-Bedford and Parcel 18 projects, extending the contract time to September 30, 1988, with no increase in contract amount.

BOARD APPROVED

MS8/A/030888

MEMORANDUM

OCTOBER 26, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY WILLIAMS, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD AND DEVELOPMENT
PAMELA WESSLING, DEPUTY ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT

SUBJECT: PARCEL TO PARCEL LINKAGE PROJECT I
PERMISSION TO ENTER INTO CONTRACTS WITH THE CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL AND THE PARCEL 18+ TASK FORCE FOR TECHNICAL SUPPORT SERVICES, PROJECT COORDINATION, AND PLANNING ACTIVITIES RELATED TO THE PARCEL 18/KINGSTON-BEDFORD PROJECT

SUMMARY: This memorandum requests that the Director be authorized to enter into contracts with the Parcel 18+ Task Force and the Chinatown/South Cove Neighborhood Council in the amount of $25,000 each to provide funds for technical support services, staff for project coordination, and review of the Parcel 18/Kingston-Bedford project. The Chinatown Neighborhood Council also would use a portion of this grant for planning and review activities for the Chinatown Master Plan. Each contract would be for a term of one year. The $30,000 license fee paid by Northeastern University for parking on BRA parcels would be used to finance a portion of the contracts.

The first Parcel to Parcel linkage project, Parcel 18/Kingston-Bedford, has, due to its complexity, required unusual amounts of time and technical expertise from the community participants. The Parcel 18+ Task Force and the Chinatown/South Cove Neighborhood Council have been involved in the environmental process, formulation of the Request for Qualifications and the Challenge Track, developer selection, and design review. In the coming year, their involvement will be required in continued design and environmental review and in planning, with the BRA and the developers, the specific community benefits that will be generated by this project. Moreover, the CNC is engaged in a community-based planning effort with the larger Chinatown community.

These groups work on a volunteer basis, having hired for the first time last year, full-time staff to coordinate the various planning and review activities in which they are engaged, and paid consultants to assist with the more technical aspects of the project. This assistance was made possible through grants approved by the Authority in June 1986, in the amount of $25,000 for each community group. It is requested that the Authority vote an additional $25,000 for each group to allow a continued high level of participation in this project.

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The professional staff made possible by these contracts will enable the Parcel 18+ Task Force and the CNC to more effectively structure and monitor a community agenda while assisting the organizations in various phases of project review. Staff for the CNC will support its coordination of a comprehensive plan for Chinatown. Finally, there will be provisions to engage consultant services as needed. The performance of this wide variety of tasks will enhance the future professional capacity for these organizations to perform development and planning activities in their communities.

It is recommended that the Director be authorized to enter into one contract with the Chinatown Neighborhood Council and another with the Parcel 18+ Task Force for $25,000 each for a period of one year, with an option for renewal the following year, the funds will be used to hire project coordinators, to conduct educational research, and planning activities related to the project and to obtain technical support services as needed. It is further recommended that the $30,000 license fee paid by Northeastern University for parking on BRA Parcels 14, 14A, and 15 be used to finance a portion of the contracts.

Appropriate votes follow:

VOTED: That the Director be, and hereby is, authorized on behalf of the Authority to enter into a contract with the Chinatown/South Cove Neighborhood Council and the Parcel 18+ Task Force for $25,000 each, two contracts totalling $50,000, for a one-year period, with an option for renewal the following year to hire project coordinators, conduct research and planning activities and to obtain technical support services as needed; and further

VOTED: That the $30,000 license fee paid by Northeastern University for parking on BRA parcels 14, 14A, and 15 be used to finance a portion of the contracts; and further

VOTED: That the Chinatown Neighborhood Council is authorized to expend a portion of the grant for planning and review activities related to the Chinatown Master Plan.

VOTED: That the Authority will seek matching funds of $50,000 from Metropolitan-Columbia Plaza Venture Development.

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD HOUSING & DEVELOPMENT,
RICHARD MERTENS, ENVIRONMENTAL REVIEW OFFICER

SUBJECT: ENVIRONMENTAL CONSULTANTS FOR PARCEL 18 & KINGSTON-BEDFORD PARCELS DEVELOPMENT - REQUEST FOR ADDITIONAL FUNDING & TIME EXTENSION

SUMMARY: THIS MEMORANDUM REQUESTS THE APPROVAL OF AN AMENDMENT TO THE CONTRACT WITH WCH INDUSTRIES, INC. FOR THE PREPARATION OF DRAFT ENVIRONMENTAL IMPACT REPORTS FOR THE KINGSTON-BEDFORD & PARCEL-18 DEVELOPMENT PROJECTS, INCREASING THE CONTRACT AMOUNT BY $104,955.00 AND EXTENDING THE CONTRACT TIME TO MARCH 31, 1989.

On July 17, 1986 the Authority authorized the Director to execute a contract with WCH Industries for the purpose of preparing Draft Environment Impact Reports ("DEIR Contract") for the Parcel -to- Parcel 1 Linkage Project, involving the Southwest Corridor Parcel 18 development in Roxbury and the Kingston-Bedford garage parcel downtown ("Linkage Projects"). The original contract amount is Three Hundred Thousand ($300,000) dollars.

The primary purpose of the DEIR Contract is to assess the environmental impacts of the various development alternatives for the Linkage Projects in accordance with the Commonwealth's MEPA requirements. This procedure ensures the submission of proposals in accordance with the MEPA scoping requirements included in the Certificates of the Secretary of Environmental Affairs on the Environmental Notification Forms.

The consultants have carried out most of the work specified in the contract, but completion was held off during the developer selection process. The team of Metropolitan/Columbia Plaza Venture was granted tentative designation and given three months to formulate conceptual designs for the two sites. Those alternatives now need to be incorporated in the DEIRs. In addition, the need to update certain sections of the DEIRs, including the air quality analyses, due to changed project area conditions will contribute to the additional cost to the DEIR Contract.

On September 17, 1988, WCH Industries submitted a proposal to amend the DEIR Contract to reflect the costs of carrying out the additional studies. The cost of the additional services will be One Hundred Four Thousand, Nine Hundred and Fifty Five dollars ($104,955.00). The

developer has agreed to reimburse the Authority Seventy Five Thousand dollars ($75,000) to cover the costs for the additional analysis of the developer's alternatives (see Exhibit A).

The cost for completing the DEIRs is as follows:

Additional Alternatives	- $ 79,250.00
Update Earlier Studies	- $ 25,705.00
TOTAL	- $104,955.00
Less Developer's Contribution	- $ 75,000.00
Total Net Cost to BRA	- $ 29,955.00

The source of funding for the BRA's share of the amended contract will be the Authority's Project Income Proceeds account. The two DEIRs will be completed and submitted to MEPA in December of 1988. In order to allow sufficient time for completion of the additional work required and for the MEPA review period, it will be necessary to extend the time of performance to March 31, 1989.

It is recommended that the Director be authorized to execute an Amendment to the DEIR Contract with WCH Industries and to execute a reimbursement agreement with Metropolitan/Columbia Plaza Associates.

An appropriate vote follows:

VOTED: That the Authority authorize the Director (i) to execute an amendment to the Contract between the Authority and WCH Industries, Inc., dated July 17, 1986, to incorporate the analysis of the Developer's Alternatives, to update the original environmental impact reports, and to reanalyze the air quality study at an additional cost not to exceed $104,955 from the Project Income Proceeds account, of which $75,000 will be reimbursed by Metropolitan/Columbia Plaza Associates; (ii) to extend the contract time to March 31, 1989; and (iii) to execute other related documents with regard to the reimbursement agreement with Metropolitan/Columbia Plaza Associates as he may deem to be necessary, appropriate, and in the best interests of the Authority.

BOARD APPROVED _____

MEMORANDUM

April 27, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT
LAVAL WILSON JR., SPECIAL ASSISTANT

SUBJECT: AUTHORIZATION TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH THE PARCEL 18+ TASK FORCE FOR THE PURPOSE OF OCCUPYING AN OFFICE ON THE FIRST FLOOR OF THE PROPERTY AT 2406 WASHINGTON STREET.

SUMMARY: This memorandum requests authorization for the Director to execute a standard license agreement with the Parcel 18+ Development Task Force to enter property at 2406 Washington Street in Roxbury, for the Purpose of occupying an office on the first floor for its Executive Director and her assistant. The license agreement would be for one (1) year.

The Parcel 18+ Task Force has requested that a Standard Lease Agreement with the Boston Redevelopment Authority (BRA) be executed to occupy an office on the first floor of the Dudley Site Office for one (1) year.

Parcel 18 is adjacent to the newly constructed Ruggles Street Station on the MBTA Orange Line. The site is one of the largest tracts of vacant land along the Southwest Corridor. Its development is considered a keystone to the revitalization of the Ruggles Street area and completion of the Southwest Corridor Project.

The Parcel 18+ Task Force, including residents and City and State representatives, collaborated in the project. In 1985 Mayor Raymond Flynn, Governor Michael Dukakis, and the Task Force signed an agreement to link the development of Parcel 18 to that of a major downtown site -- the City owned Kingston-Bedford garage.

For several years the Parcel 18+ Task Force has actively participated in the community review process for the Parcel to Parcel I Linkage Project I. They have been involved in the environmental review process, formulation of the Request for Qualifications and the Challenge Track, developer selection, and design review. In the coming year, their involvement will be required in continued design and environmental review and in planning, with the BRA and the developers, the specific community benefits that will be generated by this project.

The members of the Parcel 18+ Task Force work on a volunteer basis. Last year they hired a full time staff person to coordinate the various planning and review activities in which they are engaged, and paid consultants to assist with more technical aspects of the project. This assistance was made possible through grants approved by the BRA in October 1988 in the amount of $25,000.

The Parcel 18+ Task Force is requesting a license agreement be granted to them on the first floor at 2406 Washington Street for one (1) year. The leased space will consist of forty square feet of office space at one dollar, $1.00, per year. The Parcel 18+ Task Force would occupy part of the first floor of the building for their administrative staff. Furthermore, the Licensee agrees to indemnify and hold harmless the BRA from any liability and/or damages, resulting from the Licensee's use of the premises.

The Dudley Site Office, located at 2406 Washington Street, is a BRA owned building in the Dudley Square Area. Over the summer of 1988 the BRA staff, formerly in the building since January 1986, have been relocated to City Hall or the Navy Yard.

The Parcel 18+ Task Force will be an important addition to the Dudley Square community. It will offer outreach services to community residents effected by the Parcel 18 project. By allowing the Parcel 18+ Task Force to license space at 2406 Washington Street, the Task Force would be accessible to community residents needing development information.

It is therefore, recommended that the BRA authorize the Director to enter into a Standard License Agreement with The Parcel 18+ Task Force for the purpose of using the first floor of the Dudley Site Office for office space.

A license agreement in the form to be executed is attached.

An appropriate vote follows:

Voted: That the Director be authorized to execute and deliver a License Agreement to the Parcel 18+ Task Force for temporary use of the BRA owned premises located at 2406 Washington Street effective April 28, 1989 for a period not more than one year, and further that the consideration for said license shall be no more than one (1) dollar per year. The license is to contain the express opinion that no obligation on the part of the BRA is to be construed beyond the temporary tenancy. The license shall contain the usual requirements and such other terms and conditions as the Director deems proper and in the best interests of the BRA.

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

THE PARCEL 18+ DEVELOPMENT TASK FORCE

This Agreement is made as of the ____ day of _____, 19___ by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and The Parcel 18+ Development Task Force hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is an office on the first floor of 2406 Washington Street, Roxbury and is to be used solely for temporary office space for an administrative staff person.

2. The Licensee agrees that it is not eligible for relocation benefits.

3. The License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.

4. The License Fee shall be one dollar per year, payable in advance on the first day of each month, commencing April 1, 1989.

5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees,visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor,the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.

7. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.

8. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.

9. The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

10. The Licensee agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.

11. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

12. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.

13. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

By: _____

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032289/3

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.

2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.

3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.

4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.

5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.

6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.

7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.

8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.

9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.

11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.

12. In conjunction with a general increase in the rents in the Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee but in no event will the fees increase more than the average increase borne by all similar licenses in the Project in the same year.

13. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.

14. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

M E M O R A N D U M

BOARD APPROVED

TO: BOSTON REDEVELOPMENT AUTHORITY, AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL REAVIS, ASSISTANT DIRECTOR FOR
ENGINEERING AND DESIGN SERVICES
WALLACE B. ORPIN, DIRECTOR OF ENGINEERING
WILLIAM BARBATO, CHIEF PROJECT ENGINEER
ANTHONY WILLIAMS, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
PAMELA WESSLING, DEPUTY DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT

SUBJECT: SOUTH END PROJECT, MASS. R-55
CAMPUS HIGH PROJECT, MASS. R-129
PARSONS, BRINCKERHOFF, QUADE & DOUGLAS, INC.
TECHNICAL ASSISTANCE SERVICES CONTRACT NO. 2
PARCEL 18

SUMMARY: This memorandum requests the approval to execute Technical Assistance Services Contract No. 2 with Parsons, Brinckerhoff, Quade & Douglas, Inc., to continue to provide engineering services for the garage on Parcel 18. The investigations are to include geotechnical, structural and civil studies on the site.

The Technical Assistance Services Contract with Parsons, Brinckerhoff, Quade & Douglas, Inc., in the amount of $94,370 to conduct engineering investigations and studies on Parcels 17 and 18 in support of the planning development effort required by the Authority, requires renewal. Presently, there is approximately $1,000 remaining in the contract.

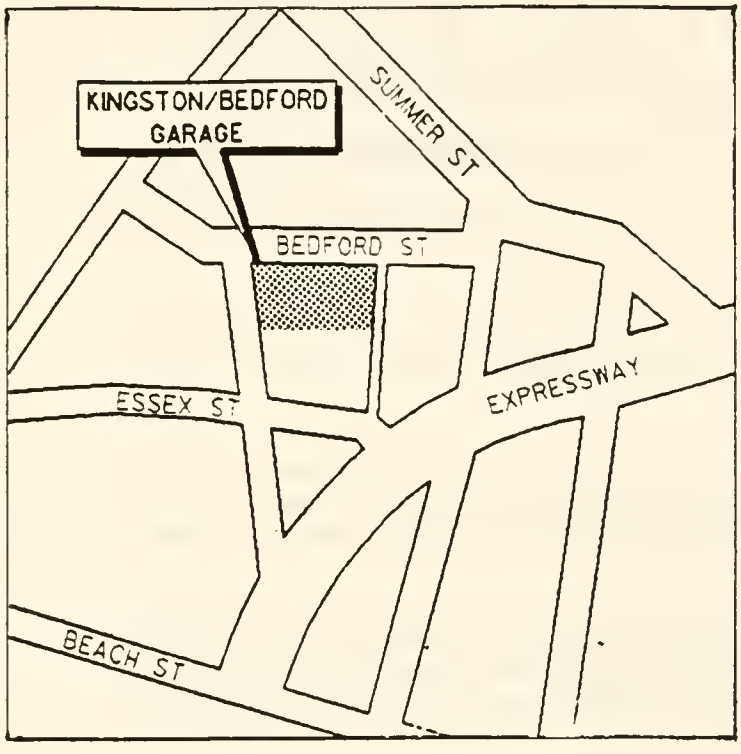
This contract will allow the Authority to continue the engineering services necessary to determine feasible design configurations for the garage on the Parcel 18 site. The investigations will include the necessary geotechnical, structural and civil studies and related access issues in a continued effort to support the planning by the Authority on Parcel 18.

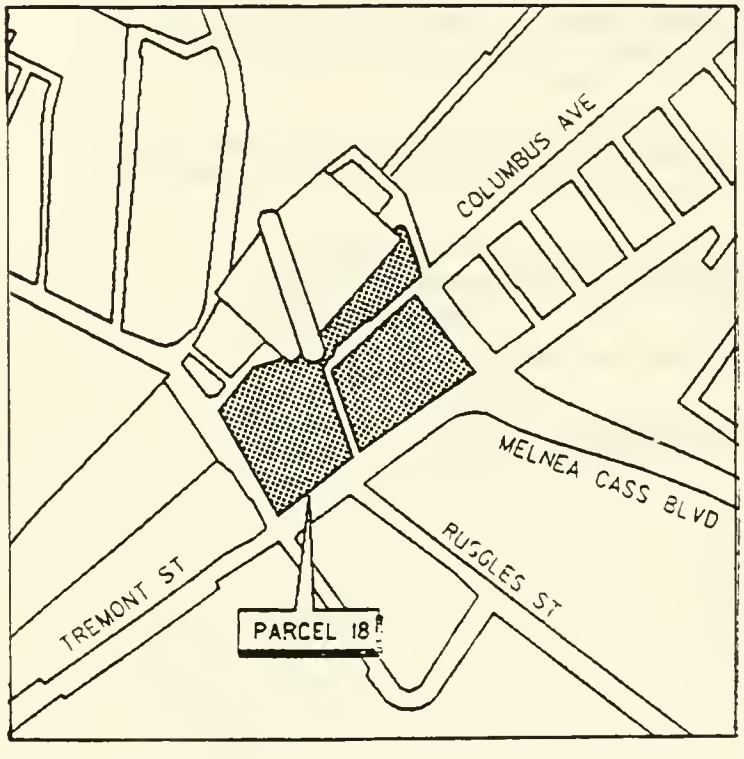
Performance under the existing contract has been satisfactory, and it is recommended that a new Engineering and Technical Assistance Services Contract be executed with Parsons, Brinckerhoff, Quade & Douglas, Inc., in the South End and Campus High Project Areas in the amount of $50,000 for a one (1) year period.

The funding source for this $50,000 is to be provided from the City Capital Planning budget allocation for the Parcel 18 and Kingston/Bedford parcel linkage project.

VOTED: That the Director be authorized on behalf of the Boston Redevelopment Authority to execute Technical Assistance Services Contract No. 2 with Parsons, Brinckerhoff, Quade & Douglas, Inc., in the South End Project Mass. R-56, and the Campus High Project Mass. R-129 for a one (1) year period in the amount of $50,000.

Kingston/Bedford and Parcel 18 Garage Studies





AN AGREEMENT BY THE GOVERNOR OF THE COMMONWEALTH AND THE MAYOR OF THE CITY OF BOSTON TO DEVELOP COOPERATIVELY THE PARCEL 18+ PLANNING AREA

July 31, 1985

We, the Governor of the Commonwealth and the Mayor of the City of Boston, hereby agree to proceed together in the timely development of the area along Boston's Southwest Corridor known as "Parcel 18+". We agreed to undertake this venture in full partnership with the residents of the surrounding community.

This initiative is a high priority for us and for our administrations because it represents a unique opportunity to bring the benefits of Boston's and Massachusetts' expanding commercial economy into the heart of a disadvantaged inner city residential community. Parcel 18+ represents a unique opportunity to change conditions we find unacceptable — profound poverty and disinvestment in the shadow of expanding economic prosperity.

The people who live along the Southwest Corridor — individual citizens and through their educational, planning, and development organizations — have been and will be full participants in this unique opportunity for new economic growth in their communities.

The Commonwealth has long looked forward to the development of Parcel 18+ as the culmination of a decade-long public investment in the Southwest Corridor.

- Today at the Ruggles Street Station we mark the final phase of construction of the Southwest Corridor transportation project — at $747 million, the largest transportation investment in the history of this state.
- Later this summer, we will begin construction of the $40 million permanent campus for Roxbury Community College.
- Later this year, we will begin final landscaping of the 85-acre linear park that will run along the Corridor through the heart of this City.

For the City, Parcel 18 + marks the beginning of a comprehensive revitalization program for the square mile surrounding Dudley Station. After more than two decades of minimal private investment, the State and the City are committed to bringing economic vitality and opportunities for equity and meaningful employment to the Dudley area. That transformation can best begin at Parcel 18 +.

To the residents this moment reflects the final stage of their involvement in the planning of the public investment on this corridor, and the beginning of their realization of its economic benefits.

With this agreement and the document that accompanies it, we commit ourselves and our administrations today to a series of steps that can make Parcel 18 +, and with it the Southwest Corridor and Dudley Station, a new source of economic hope for the people of this community:

1 We agree to direct all State and City agencies to work together to achieve the release of a Parcel 18 development proposal this year and the commencement of development, if at all possible, before the end of 1987.

2 We agree to an unprecedented joint development process in which the Director of the Governor's Office of Economic Development, the Secretary of Transportation/MBTA Chairman, and the Director of the Boston Redevelopment Authority will coordinate, on our joint behalf, the planning and implementation of development efforts.

3 We agree that the Boston Redevelopment Authority will act as development agent for the State, MBTA and City in the development of Parcel 18 proper.

4 We recognize the vital role of the community in the development process and we agree to continue to work with the Parcel 18 + Task Force as the legitimate public participatory body for the development of Parcel 18 +.

5 We agree to promote and obtain the highest possible levels of economic benefits, including equity participation, in the Parcel 18 + development projects for the residents of the adjacent neighborhoods, for minority business enterprises, and for community development corporations.

6 We agree to link the development rights for Parcel 18 to the development rights for a major downtown parcel, to maximize the economic attractiveness of Parcel 18.

7 We agree to coordinate and expedite all needed public reviews and permits, to provide any public incentives to strengthen the development, and to commit any public financing and/or improvements available to us, to ensure not only that development can go forward, but that it generates substantial economic benefits to the residents of this community.

8 We agree to commit public sector tenancy to the Parcel 18 development both to ensure the economic viability of the project and to bring vital public services closer to the residents of the neighborhoods. .

IN WITNESS WHEREOF, on July 31, 1985, the Commonwealth of Massachusetts and the City of Boston, acting through their Chief Executives, have caused this agreement to be signed, sealed, and delivered on behalf of their administrations.

Michael S. Dukakis
Governor of Massachusetts

Raymond L. Flynn
Mayor, City of Boston





ON BEHALF OF OUR COMMUNITY and in the witness of the principles and agreements included herein, we have endorsed and signed this Agreement in the presence of the Governor, the Mayor and our community.

Gloria L. Fox

Hattie Dudley

Byron Rushing

Carol Cox

Christina E. King

Clarence E. Tilley

Ralph V. Smith

Ellen J. Jackson

Alvin M. Grimes

Jacqueline Allard

Sandra L. Sandiford

Bruce C. Bolling

Jessie M. Hardy

Muriel C. Hatley

July 31, 1985

MEMORANDUM OF AGREEMENT

Extending the duties and responsibilities of the Parcel 18+ Task Force.

WHEREAS, the Commonwealth of Massachusetts and the City of Boston have committed themselves to pursue economic and community revitalization in the Southwest Corridor; and

WHEREAS, the Commonwealth, the City, and all other parties signatory to this agreement have a mutual and continuing interest in the orderly development of certain parcels of land within the Southwest Corridor, as more specifically identified on the attached map, (hereinafter "Parcel 18+"); and

WHEREAS, the Massachusetts Bay Transportation Authority ("MBTA"), the City of Boston ("City") and Northeastern University ("University") each has title to certain portions of these parcels, and they are in agreement that these parcels are to be developed consistent with the Southwest Corridor 1979 Development Plan and the City of Boston's development policies, or any amended plan developed through the Parcel 18+ Task Force pursuant to this Memorandum of Agreement; and

WHEREAS, Massachusetts Department of Public Works (the "MDPW") has title to one portion of Parcel 18, as shown on the attached map, which portion the MDPW intends to transfer in the near future to the MBTA for uses consistent with this Memorandum of Agreement (such transfer of title to be completed in accordance with the applicable provisions of M.G.L. c.7, Section 40F, and subject to any required Federal Highway Administration approvals); and

WHEREAS, the original Memorandum of Agreement creating the Parcel 18+ Task Force expired on June 16, 1983; and

WHEREAS, the MBTA is responsible for the completion of the Southwest Corridor Project and is the Commonwealth's lead agency for planning and implementation of joint development in a manner consistent with the "MBTA Procedures for Joint Development of Property in the Southwest Corridor", which took effect on February 6, 1985; and

WHEREAS, the MBTA's Director of Southwest Corridor Land Development is the MBTA's central agent for Parcel 18+ and will coordinate on the MBTA's behalf the activities of the various public agencies working in and adjacent to Parcel 18+; and will coordinate the activities of City agencies with those of the MBTA with regard to Parcel 18+; and will represent the MBTA with respect to planning and construction activity as these relate to the disposition and development of parcels within the boundary of Parcel 18+; and

WHEREAS, the City desires to coordinate the activities of various City agencies involved in the development of Parcel 18+, including but not limited to: the disposition of land for development; district planning; obtaining public funding; facilitating City reviews and permitting; facilitating negotiation of real estate tax agreements; facilitating relocation/provision of utilities; and providing other appropriate support; and

WHEREAS, the MBTA and the City each intend to designate the Boston Redevelopment Agency ("BRA") as their agent to create and implement a plan for the development of Parcel 18, and this understanding will be incorporated into Letters of Agreement between the parties; and

WHEREAS, the parties to this agreement will expedite the federal and state permitting process for Southwest Corridor Project development implementation; and

WHEREAS, the Lower Roxbury Community Corporation ("LRCC"), the Community Development Corporation of Boston, ("CDC"), The Greater Roxbury Development Corporation, ("GRDC"), and the Roxbury Action Program, ("RAP"), have planning and development capabilities and have represented community interests in this development for more than five years; and

WHEREAS, there are a number of other community groups and public agencies with a strong interest in Parcel 18+ which desire to review and comment on planning and development within Parcel 18+ because they represent residents in the surrounding area, or are engaged in activities which relate directly to development in Parcel 18+ (these groups are identified on the signatory page of this Agreement);

NOW, THEREFORE, be it resolved that:

1. The signatories agree to continue their association as the Parcel 18+ Task Force, (the "Task Force") in order to review the ongoing planning, analyses of marketability and development feasibility, disposition procedures and strategy for implementation, and to assure adherence to the Southwest Corridor 1979 Development Plan and the City of Boston's development policies, or to any amended plan developed through the Task Force pursuant to this Memorandum of Agreement, and to the stated Southwest Corridor Project principles for effective community participation.

2. The Task Force shall meet as often as required to conduct the business of the Task Force; it will hold regular monthly meetings which will be open to attendance and participation by all interested parties.

3. All signatories to this Agreement will coordinate closely their short- and long-term planning for new facilities with other members of the Task Force. No signatory to this Agreement will initiate further land acquisition development within the Parcel 18+ boundaries, without first notifying the other parties to this Agreement.

4. As part of the overall Parcel 18+ development program, the University will prepare a development plan for Parcel 17X and will seek the endorsement of this plan by the other members of the Task Force. It is understood that the development of Parcel 17X will be contingent upon: (1) delivery by the MBTA to the University of a deed or deeds in a form acceptable to the University to the land under the MBTA Settlement Agreement; (2) the receipt of a building permit for the University's garage, plans for which shall be approved by the Task Force; (3) designation of a developer; (4) adequate financing of the development project(s); (5) a plan acceptable to the University, the MBTA, the Executive Office of Transportation and Construction, the BRA and other signatories for temporary replacement on University property and public land of any spaces which must be relocated from Parcel(s) 18 and/or 22 after July 1, 1986 until completion of the garage or Parcel 17X; (6) provision by the MBTA and/or the Executive Office of Transportation and Construction of space to park 250 cars to replace on a temporary basis those spaces displaced during construction of the garage on Parcel 17X; (7) provision by the City of any additional spaces which may be required to replace on a temporary basis spaces displaced during construction of the garage on Parcel 17X; (8) the receipt of all necessary governmental approvals and permits; (9) and the approval by the City of those elements of the University's Master Plan that relate to the development of Parcel 17X, including where relevant garage, library, research, and recreational or athletic facilities.

The University will report to the Task Force at least quarterly on the progress of the development project(s). It is understood that the University will use its best efforts to initiate construction of additional development project(s) no later than upon completion of the garage. It is further agreed that should the development of Parcel 17X be phased, the University will landscape appropriately, weather permitting, any portions of the site which remain undeveloped for a period of six months or longer.

5. The Parcel 18+ Task Force will receive regular progress reports from the MBTA, the City, and the University, concerning on-going projects within the Corridor area, with particular reference to issues having a direct bearing on the future use of Parcel 18+.

6. The Task Force shall assess its needs for staff and consultant support and communicate them to the MBTA, the BRA, and the University. The MBTA, the BRA, and the University will, in response to requests that they determine are reasonable, provide in-kind staff and consultant services. (Utilization of services will be coordinated by the MBTA or its agent, the BRA.)

7. The Parcel 18+ Task Force will prepare a policy statement which describes the Task Force's recommendations on a program of uses, scale of development, development strategy, and financing plan for Parcel 18+. The parties to this agreement will use their best efforts to adopt this policy statement within four months of the date of execution of this Memorandum of Agreement.

8. The MBTA and the City agree that the Community Development Corporations which are signatories to this agreement shall have the opportunity to participate or be otherwise involved in the development of Parcels 18 and 22. Prior to the formal review and evaluation of development proposals for Parcels 18 and 22, a CDC participation policy consistent with this Agreement shall be agreed upon by the MBTA and the BRA with the aforementioned Community Development Corporations; this policy shall specify the scope and level of such participation or involvement. The parties will use their best efforts to insure that this policy is established within four months of the execution of this Memorandum of Agreement.

9. The MBTA and the BRA are fully committed to providing opportunities to minority developers as equity participants within the Parcel 18+ development process and will work with the Parcel 18+ Task Force to develop these opportunities. The MBTA and the BRA will conduct and conclude studies by September 1, 1985, to identify MBE developers within the City of Boston and the MBTA's jurisdiction, respectively, and to analyze models of MBE participation in comparable projects by transit authorities and by others. During the studies which will be completed by September 1, 1985, the MBTA and the BRA will meet with the Parcel 18+ Task Force to review the results of the studies and to discuss procedures with respect to MBE development opportunities on land owned or leased within the Joint Development Parcels in the 18+ area.

10. The MBTA and the BRA are fully committed to providing opportunities to minority business entrepreneurs and vendors and will address within the planning process the methods that will be employed to maximize these opportunities.

11. The agreement shall remain in effect for five years from the date of execution of this agreement and will thereafter continue from year to year. After the five year term, a party may withdraw from this agreement by notifying the other parties ninety (90) days prior to the anniversary date of the execution of this agreement.

MICHAEL S. DUKAKIS
Governor
Commonwealth of Massachusetts

RAYMOND L. FLYNN
Mayor
City of Boston

ALDEN S. HAINE
Director
Governor's Office of
Economic Development

STEPHEN COYLE
Director
Boston Redevelopment
Authority

FREDERICK P. SALVUCCI
Secretary
Executive Office Transportation
and Construction

KENNETH RYDER
President
Northeastern University

JAMES F. O'LEARY
General Manager
Massachusetts Bay
Transportation Authority

MARVIN GILMORE
General Manager, CDC

ROBERT TIERNEY
Commissioner
Massachusetts Department
of Public Works

RALPH SMITH
President, LRDC

HATTIE DUDLEY
Mission Hill Extension

CHRISTINE E. KING
Realty Manager / Urban Planner
GRDC

LLOYD KING
Director, RAP

CAROL CLARK
Whittier Street
Tenant Policy Council

GRETCHEN JACKSON
United Neighbors of Lower
Roxbury, Inc.

PARCEL TO PARCEL LINKAGE 1

MASSACHUSETTS LEGISLATURE - LEG
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY - MBTA
PUBLIC FACILITIES COMMISSION - PFC
REAL PROPERTY BOARD - RPB

BOARD ACTIONS

AGENCY	DATE	ACTION
LEG	1966, 82(310)	Authorized PFC to dispose of garages after transfer by City Council.
RPB	11/01/82	Delegated full authority to the BRA, through PFC, to study and establish goals and criteria for the disposition and potential further development of the City owned garages
	16	
PFC	11/~~23~~/82	Delegated full authority to the BRA to study and establish goals and criteria for the disposition and development of City owned properties
RPB	10/08/86	Adopted the Parcel to Parcel Linkage 1 program Delegated full authority to the BRA to study and establish goals and criteria for the Kingston/Bedford site
PFC	10/09/86	Adopted the Parcel to Parcel Linkage 1 program
MBTA	10/15/86	Approved Parcel to Parcel Linkage 1 program, RFQ and minority participation

MBTA	07/15/87	Approved the selection of CPA as minority developer partner in the Parcel to Parcel Linkage 1 program
PFC	07/23/87	Approved the selection of Columbia Plaza Associates as minority developer partner in the Parcel to Parcel Linkage 1 program
		Adopted the Challenge Track procedure
RPB	07/29/87	Adopted the Challenge Track procedure
RPB	04/21/88	Tentatively Designated Columbia Plaza Associates as minority development partner for the Kingston/Bedford site
PFC	04/28/88	voted to intend to Tentatively Designated Columbia Plaza Associates and Metropolitan Structures as developer for the Kingston/Bedford site
MBTA	05/25/88	Approved full Tentative Designation of Columbia Plaza Associates and Metropolitan Structures as developer of Parcel 18

RPB 02/28/90 Final Designation and Voted to surplus KBE site

PFC 04/26/90 → Tentative designation to sell

APCC 05/24/90 → approve One Lincoln application

RPB 07/20/90 → voted to declare remnant parcel abandoned by Mass DPW surplus.

PIC 05/17/90 → Discontinuances of Columbia St., J.F. Fitzgerald Expressway Service Road and Binford St.

City Council 3-4 + 3-25/92 vote to authorize sale of KB

EXECUTIVE COMMITTEE OF NDF 1-11-91 grant from NDF funds for planning + design activities P-P-I

K4/10

Subject to the provisions of the last paragraph of section one, the school committee shall also elect a chief structural engineer, a senior structural engineer, and not more than three structural engineers, who shall severally hold office until removed by the school committee. The chief structural engineer shall constitute the awarding authority within the meaning of sections forty-four A to forty-four L, inclusive, of chapter one hundred and forty-nine of the General Laws with respect to contracts for the alteration or repair of public school buildings. At such times as the chief structural engineer is absent or unable from any cause to perform his duties or as there is a vacancy in the office of chief structural engineer, the senior structural engineer, or in case of his absence or disability or of a vacancy in such office such structural engineer as the school committee shall from time to time designate, shall act as chief structural engineer.

Section 10. Section 3 of chapter 486 of the acts of 1909, as most recently amended by section 1 of chapter 604 of the acts of 1941, is hereby further amended by inserting after the third sentence the following sentence: — The city council shall take definite action on any supplementary appropriation order for the public facilities department by adopting, reducing or rejecting it within sixty days after it is filed with the city clerk; and in the event of their failure so to do, such supplementary appropriation order as submitted by the mayor shall be in effect as if formally adopted by the city council and approved by the mayor.

Section 11. Section 14 of said chapter 486 is hereby amended by striking out the last sentence and inserting in place thereof the following sentence: — The provisions of this section shall not apply to the school committee, the public facilities commission, or any official by law appointed by the governor.

Section 12. Said chapter 486 is hereby amended by striking out section 31 and inserting in place thereof the following sections: —

Section 31. Without obtaining the consent of any other board or officer or further authority than that contained in this act, the public facilities commission, in the name of the city, may acquire by purchase, lease, gift, devise or otherwise for any municipal purpose a fee simple absolute or any lesser interest in any land, public or private, within the limits of the city, including air rights and riparian rights, and may take by eminent domain under chapter seventy-nine or chapter eighty A of the General Laws any such fee or interest except in parks and playgrounds and except also, unless there be express consent, in lands belonging to or covered by contract with the United States, the commonwealth, the Boston Housing Authority or the Boston Redevelopment Authority. Whenever the price proposed to be paid for any land to be acquired for any municipal purpose is more than twenty-five per cent higher than its average assessed valuation during the previous three years, such land shall not be acquired by purchase, but shall be taken by eminent domain. No land shall be taken until an appropriation by loan or otherwise for the general purpose for which land is needed shall have been made by the mayor and city council by a two thirds vote of all its members; nor shall a price be paid in excess of the appropriation, unless a larger sum is awarded by a court of competent jurisdiction. Nothing in this section shall affect in any way the powers and duties of the real property board under chapter four hundred and seventy-four

of the acts of nineteen hundred and forty-six as now or hereafter amended, or of the public improvement commission as successor in function to the board of street commissioners under chapter four hundred and thirty-seven of the acts of eighteen hundred and ninety-three or chapter four hundred and twenty-six of the acts of eighteen hundred and ninety-seven or chapter three hundred and ninety-three of the acts of nineteen hundred and six, as severally now or hereafter amended, or acts in addition thereto.

Section 31A. Without obtaining the consent of any board or officer other than the mayor, and without interdepartmental payment, the public facilities commission, without further authority, may transfer any land now or hereafter belonging to the city, except parks and playgrounds, but including school lands and land acquired by foreclosure of tax title, from the municipal purpose, if any, to which it is devoted at the time of such transfer to any other specific municipal purpose, and may also transfer the care, custody, management and control of any such land, except parks and playgrounds, but including school land and land acquired by foreclosure of tax title, from such board or officer, including itself, as at the time of such transfer may have the same to such other board or officer, including itself, as it may determine.

Section 31B. Without obtaining the consent of any board or officer other than the mayor, the public facilities commission, without further authority, may, for such rent or price and upon such terms as said commission may deem appropriate, lease or sublease or sell, grant, and convey any surplus land, as hereinafter defined, to the federal government or any agency thereof, the commonwealth or any political subdivision or authority thereof or, if notice of intent to lease or sell such land or buildings together with a statement of when and where written details of such proposed lease or sale may be examined shall first have been publicly advertised in the City Record once a week for two successive weeks, to any person, firm, corporation or trust. "Surplus land", as used in this section, shall be deemed to mean land, buildings and real estate now or hereafter belonging to the city and in the care, custody, management and control of said commission (except parks and playgrounds) which at the time of such lease or sale are or have been used for school purposes, or which have been acquired by foreclosure of tax titles or acquired under section eighty of chapter sixty of the General Laws, or which, irrespective of the manner or time of acquisition, are not held by the city for a specific purpose, or which have been transferred to the commission by the city council.

SECTION 13. Section 2 of chapter 224 of the acts of 1936 is hereby amended by striking out clause (*a*), as appearing in section 1 of chapter 117 of the acts of 1949.

SECTION 14. Section 17E of chapter 452 of the acts of 1948 as appearing in section 1 of chapter 376 of the acts of 1951, is hereby amended by striking out, in lines 3 and 4, the words "other than for school purposes", by striking out, in lines 17 and 18, the words "other than for school purposes", and also by striking out, in line 26, the words "the amount of land to be sold or".

SECTION 14A. Notwithstanding the provisions of the third paragraph of section one A of chapter two hundred and thirty-one of the acts of nineteen hundred and six, as appearing in section nine of this act, the incumbents of the position of chief structural engineer and of the po-

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Chap. 643. AN ACT PRO
STATE POLICE

Be it enacted; etc., as follow

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propriations, which are made after the city auditor's certification required herein, shall be deemed appropriated in the subsequent fiscal year for the purposes of this section. Unexpended appropriation balances may be reappropriated for their respective purposes. Nothing herein shall be construed as authorizing the school committee to appropriate sums distributed or distributable under chapter seventy of the General Laws, which sums constitute general revenues of the city.

SECTION 21A. Section two B of chapter two hundred and twenty-four of the acts of nineteen hundred and thirty-six is hereby repealed.

SECTION 21B. Chapter 224 of the acts of 1936 is hereby amended by striking out section 3, as amended by chapter 513 of the acts of 1945, and inserting in place thereof the following section:-

Section 3. The votes of the school committee of said city making appropriations as aforesaid shall have the same force and effect as orders or votes of the city council thereof appropriating money, and shall be subject to the same provisions of law in respect to approval by the mayor, except that a vote of four-fifths of all the school committee, taken by yeas and nays, shall be necessary to pass such appropriations over the veto of the mayor.

The school committee shall submit to the mayor estimates of the proposed expenditures for school purposes not later than the second Wednesday in April of each fiscal year. All appropriations for said school purposes shall be passed by said committee not later than the second Wednesday in June.

All appropriations to be raised by taxation made by the school committee of said city shall be certified by said committee to the board of assessors thereof not later than July first in each year and the assessors shall include the same in the levy of that year.

In any year in which the school committee fails to certify to the board of assessors its appropriations to be raised by taxation, as provided in this act, the mayor shall, on or before July tenth, certify to the board of assessors an appropriation in the form adopted by the school committee in the preceding year in the amount expended in that year, which amount shall be used by the assessors in the computation of the tax rate for the then current year; and the mayor shall transmit to the school committee on or before July tenth of that year a copy of such certification which shall thereby become the budget of the school committee for the then current year.

SECTION 22. Section 17D of chapter 452 of the acts of 1948 is hereby amended by adding the following paragraph:-

Every order of the city council approving a petition to the general court pursuant to Clause (1) of Section 8 of Article 2 of the Amendments to the Constitution of the Commonwealth shall be presented to the mayor who shall forthwith consider the same, and, within fifteen days of presentation, either approve it, or file with the city council a statement in detail of his reasons for not approving the same, including any objection based on form, on content, or both; provided, that no such order shall be deemed approved or in force unless the mayor affixes his signature thereto.

SECTION 23. Chapter 486 of the acts of 1909 is hereby amended by striking out section 3B, as amended by chapter 24 of the acts of 1954, and inserting in place thereof the following section:-

Section 3B. After an appropriation of money has been made by the city for any specific purpose, or for the needs and expenditures of any city department or county office, no transfer of any part of the money thus appropriated, between such department or office and another department or office, shall be made, except in accordance with and after the written recommendation of the mayor to the city council, approved by a yea and nay vote of two-thirds of all the members of the city council, provided that the city auditor, with the approval in each instance of the mayor, may make transfers, other than for personal service, from any item to any other item within the appropriations for a department, division of a department or county office. After the close of the fiscal year, the city auditor may, with the approval of the mayor in each instance, apply any income and taxes not disposed of and make transfers from any appropriation to any other appropriation for the purpose only of closing the accounts of such fiscal year.

SECTION 24. Said chapter 486 is hereby further amended by inserting after section 31B the following two sections:-

Section 31C. Notwithstanding the provisions of any general or special law to the contrary the proceeds from the disposition of any surplus property other than that acquired through tax title foreclosure shall be deposited in a separate fund which shall be set up on the books of the city and shall be known as the Surplus Property Disposition Fund, and shall be used only as follows:

(1) The amount equivalent to the debt incurred, and interest paid or payable thereon, as a result of the

acquisition or improvement from time to time of the property shall be used only for purposes for which the city is authorized to incur debt for a period of ten years or more;

(2) All proceeds in excess of such amount shall be credited to the general fund of the city to be used only to service the cost of debt as it becomes due.

Section 31D. Notwithstanding the provisions of chapter four hundred and seventy-four of the acts of nineteen hundred and forty-six or any other general or special law to the contrary, the public facilities commission of the city of Boston may dispose of any or all of the off-street parking structures, including the real estate related thereto, owned by the city of Boston, as surplus property in accordance with sections thirty-one B and thirty-one C of chapter four hundred and eighty-six of the acts of nineteen hundred and nine, only when transferred to the commission by a majority vote of the city council.

SECTION 25. Notwithstanding the provisions of any general or special law to the contrary, the appointing authority of the police department and the fire department of the city of Boston shall reinstate to active service as of the effective date of this act any uniformed officer of either department who was in service or on injured leave as of July first, nineteen hundred and eighty-one, or was temporarily suspended as of July first, nineteen hundred and eighty-one, which suspension has expired, except for disciplinary reasons consistent with chapter thirty-one of the General Laws or in pursuit of an involuntary retirement under section seven of chapter thirty-two of the General Laws and shall not thereafter terminate any such officer or take any other personnel action the effect of which would be to separate such officer from active service in the future for lack of funds. During the fiscal years ending June thirtieth, nineteen hundred and eighty-two and June thirtieth, nineteen hundred and eighty-three the city of Boston shall maintain in the police department and the fire department of the city of Boston, either in active service, training or recruitment, no fewer uniformed employees than the total of the number in service or on injured leave on March twenty-fourth, nineteen hundred and eighty-two plus the number of uniformed employees eligible for reinstatement pursuant to this section, without regard to the number of eligible uniformed employees who actually return to service in either department. Nothing herein shall prevent an employee of either department from being placed in injured leave under the provisions of section one hundred and eleven F of chapter forty-one of the General

Laws. The mayor shall annually request and the city council shall annually appropriate sufficient amounts to the respective departments to cover the costs imposed by this section, but nothing in this section shall be construed to permit the officers in charge of said departments to expend funds in excess of available appropriations in violation of the city charter.

SECTION 26. The provisions of this act shall be deemed to provide an additional, alternative and complete method for actions authorized hereby and shall be deemed and construed to be supplemental and additional to, and not in derogation of, powers conferred on the city by law, provided, however, that insofar as the provisions of this act are inconsistent with the provisions of any general or special law, ordinance or regulation, the provisions hereof shall be controlling.

SECTION 27. The assessed valuation of any parcel of real estate which is or has been reduced on account of the abatements of taxes assessed by the assessors of the city for the fiscal year ending June thirtieth, nineteen hundred and seventy-nine and June thirtieth, nineteen hundred and eighty or for the fiscal years ending on June thirtieth, nineteen hundred and eighty-one and on June thirtieth, nineteen hundred and eighty-two, pursuant to an order of the appellate tax board, shall not be increased by the assessors of the city for at least three consecutive years after the fiscal year for which the abatement was granted unless the parcel so assessed has been improved by construction or by substantial reconstruction or rehabilitation or has been converted to the condominium form of ownership pursuant to the provisions of chapter one hundred and eighty-three A of the General Laws as evidenced by the issuance of a certificate of occupancy by the city or the recording of a master deed, whichever is appropriate, or there has been an increase in the fair economic rent of the parcel so assessed, or is the result of and consistent with a general revaluation of all of the property within the city which conforms to the provisions of chapter seven hundred and ninety-seven of the acts of nineteen hundred and seventy-nine, as certified by the commissioner of revenue.

SECTION 28. The assessed valuation of any parcel of real estate that was not exempt from taxation under chapter fifty-nine of the General Laws on January first, nineteen hundred and eighty, shall not be increased by the assessors of the city for a period of two consecutive fiscal years following the fiscal year ending June thirtieth, nineteen hundred and eighty-one unless the parcel so assessed has been improved by construction or by

included in the same contract, amounts to or exceeds one thousand dollars, shall, unless the mayor gives written authority to do otherwise, invite proposals therefor by advertisement in the City Record. Such advertisement shall state the time and place for opening the proposals in answer to said advertisement, and shall reserve the right to the officer or board to reject any or all proposals. No authority to dispense with advertising shall be given by the mayor unless the said officer or board furnishes him with a signed statement which shall be published in the City Record giving in detail the reasons for not inviting bids by advertisement.

Taking of land for municipal purposes.

SECTION 31. At the request of any department, and with the approval of the mayor the board of street commissioners, in the name of the city, may take in fee for any municipal purpose any land within the limits of the city, not already appropriated to public use. Whenever the price proposed to be paid for a lot of land for any municipal purpose is more than twenty-five per cent higher than its average assessed valuation during the previous three years, said land shall not be taken by purchase but shall be taken by right of eminent domain and paid for in the manner provided for the taking of and the payment of damages for land for highways in said city. No land shall be taken until an appropriation by loan or otherwise for the general purpose for which land is needed shall have been made by the mayor and city council by a two thirds vote of all its members; or in case of land for school purposes by the school committee and schoolhouse department in accordance with law; nor shall a price be paid in excess of the appropriation, unless a larger sum is awarded by a court of competent jurisdiction. All proceedings in the taking of land shall be under the advice of the law department, and a record thereof shall be kept by said department.

Elections.

SECTION 32. The first municipal election under this act shall take place on the first Tuesday after the second Monday in January in the year nineteen hundred and ten, and thereafter the regular municipal elections in each year in said city shall be held on the first Tuesday after the second Monday in January.

Fiscal year.

SECTION 33. The fiscal year in said city shall begin on February first and shall end on the thirty-first day of

City of Boston
Public Facilities Department

26 Court St./6th Floor
Boston, Massachusetts 02108

Donald B. Manson
Director

Victor E. Hagan
Associate Director

THE UNDERSIGNED HEREBY CERTIFIES THAT SHE is the Secretary of the Public Facilities Commission, and that at a meeting of the said Commission, duly called and held on Tuesday, November 16, 1982, whereat Chairman Edward T. Sullivan, Commissioner Stuart E. Marwell and Commissioner Robert J. Ryan, being all the members of the said Commission, were present, it was voted

"Pursuant to the authority contained in St. 1966, c. 642, s. 3(f)(ii), the Public Facilities Commission does hereby delegate to the Boston Redevelopment Authority full authority to study and establish goals and criteria for the disposition and potential further development of the following five municipal parking garage properties in the City of Boston; to advertise or otherwise seek developer proposals, to contract for consultant and other services necessary and appropriate for these purposes, to prepare agreements, deeds, and other instruments necessary and appropriate to disposition and development of such properties, and to othewise administer and carry out all activities on behalf of the Public Facilities Commission for these purposes, for review by the City:

Government Center Garage
St. James Avenue Garage
30 Kilby Street Garage
Kingston-Bedford Streets Garage
Fort Hill Square Garage."

Patricia A. Manning
Secretary

THE UNDERSIGNED HEREBY CERTIFIES THAT SHE is the Secretary of the Public Facilities Commission, and that at a meeting of the said Commission, duly called and held on Thursday, July 23, 1987, whereat Chairman Joseph F. Fisher, Commissioners Raymond C. Dooley and Joseph Delgardo, being all the members of the said Commission were present, it was voted

"WHEREAS, on October 9, 1986 the Public Facilities Commission voted to adopt the Parcel to Parcel Linkage Program as it relates to the Kingston-Bedford Street Garage and the former Essex-Lincoln Garage site, by adopting as its own policy the Resolution entitled, "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18" as supported by its accompanying documentation, and as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form.

WHEREAS, pursuant to the authority contained in St. 1966, c. 642, s. 3(f)(ii), on October 9, 1986, the Public Facilities Commission voted to delegate to the Boston Redevelopment Authority full authority to study and establish goals and criteria for the disposition and potential in the City of Boston; to advertise or otherwise seek developer proposals, to contract for consultant and other services necessary and appropriate for these purposes, to prepare agreements, deeds, and other instruments necessary and appropriate to the disposition and development of such properties, and to otherwise administer and carry out all activities on behalf of the Public Facilities Commission for these purposes, and, as soon as possible, to report back to the Public Facilities Commission with its findings and recommendations for designation and other actions that the Boston Redevelopment Authority deems appropriate and necessary to best execute the above-mentioned Resolution.

WHEREAS, the Boston Redevelopment Authority issued a Request for Qualifications for the Parcel to Parcel Linkage Program, Project 1, on November 7, 1986.

WHEREAS, an exhaustive review process was conducted to ascertain the most qualified respondent to the Request for Qualifications; such process including numerous and lengthy community review and participation, staff analysis and presentations to the Board of the Authority.

WHEREAS, on March 19, 1987, Raymond L. Flynn, Mayor of Boston, recommended by letter that in order to achieve the goals and objectives of the Parcel to Parcel Linkage Program, there be increased flexibility in the developer selection process. The Mayor has recommended that the so-called "Challenge Track" procedure be adopted, allowing the minority developer tentative designee to proceed expeditiously to full tentative designation, without the issuance of a Request for Proposals, by returning to the Authority within one hundred and twenty (120) days with a demonstration that the following criteria have been satisfied:

- Expansion of the minority and community economic participation in their venture; emphasis should be given to building strength from other teams.

- Development of a comprehensive community benefits program that would outline in detail how this project and its linkage would produce jobs, housing, child care, and other necessary community services.

- The development of a feasible housing creation and production plan; emphasis should be given to homeownership opportunities in both communities.

- Submission of a development plan that is sensitive to both the Chinatown and Roxbury communities and consistent with state and city development regulations.

- Reaching agreement with private investors to guarantee development of this project in a way that vests controlling interest with community partners.

WHEREAS, the Boston Redevelopment Authority has recommended to the City of Boston Public Facilities Commission that Columbia Plaza Associates be declared the winner of the Request for Qualifications competition and that Columbia Plaza Associates be selected as the minority developer partner in the Parcel to Parcel Linkage Program, Project 1.

VOTED: That the Public Facilities Commission hereby amends its aforementioned Resolution of October 8, 1986, by adopting the Challenge Track procedure to allow increased flexibility for the minority developer tentative

designee, Columbia Plaza Associates, in achieving and accomplishing the goals and objectives of the Parcel to Parcel Linkage Program as set forth in the aforementioned Resolution of October 8, 1986, and in the report by the Boston Redevelopment Authority entitled "Parcel to Parcel Linkage Program: Kingston-Bedford/Parcel 18", as such was amended by the aforementioned Request for Qualifications issued on November 7, 1986.

AND FURTHER VOTED: That Columbia Plaza Associates, as the minority developer tentative designee, may request that within one hundred and twenty (120) days, or such further time as the Authority may allow, the Authority consider recommending to the appropriate agencies the granting of full tentative designation for a development team consisting of a partnership between Columbia Plaza Associates and other parties, if such partnership demonstrates that it has satisfied the Challenge Track criteria, as set forth above, and the Parcel to Parcel Linkage Program's goals and objectives, as such have been amended by the aforementioned Request for Qualifications and have been adopted by the Public Facilities Commission of October 9, 1986."

Secretary

RAYMOND L. FLYNN, MAYOR

PUBLIC FACILITIES DEPARTMENT

October 9, 1986

By this writing, signed by a majority of its members and filed with its Secretary, the Public Facilities Commission, upon written recommendation of the Director of Public Facilities, does hereby vote

"Whereas, the Public Facilities Commission has read and considered the "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot, and Parcel 18" as said Resolution and supporting documentation including a letter dated September 25, 1986, from Mayor Raymond L. Flynn to the Chairman of the Authority, a number of reports, letters and other documents, is more fully outlined in the September 25, 1986 Certificate of Vote of said Authority, said documents and reports being more fully described in the documents of the Authority as Document No. 4805 and being hereby incorporated by reference into the official records of the Public Facilities Commission; and in consideration of the Authority's findings the Public Facilities Commission hereby votes to adopt the Parcel to Parcel Linkage Program as its relates to the Kinston-Bedford Street Garage and the former Essex-Lincoln Garage site, by adopting as its own policy and Resolution entitled, "Resolution of the Boston Redevelopment Authority Regarding Dispostion Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18" as supported by its accompanying documentation, and as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form.

LISA G. CHAPNICK, DIRECTOR — 26 COURT STREET, BOSTON, MASSACHUSETTS 02108 (617) 725-4352

AND FURTHER VOTED: Pursuant to the authority contained in St. 1966, c. 642, s. 3(f)(ii), the Public Facilities Commission does hereby delegate to the Boston Redevelopment Authority full authority to study and establish goals and criteria for the disposition and potential further development of the Kingston-Bedford Garage and Essex Street Lot in the City of Boston; to advertise or otherwise seek developer proposals, to contract for consultant and other services necessary and appropriate for these purposes, to prepare agreements, deeds, and other instruments necessary and appropriate to the disposition and development of such properties, and to otherwise administer and carry out all activities on behalf of the Public Facilities Commission for these purposes, and, as soon as possible, to report back to the Public Facilities Commission with its findings and recommendations for designation and other actions that the Boston Redevelopment Authority deems appropriate and necessary to best execute the above-mentioned Resolution.

I further certify that the vote was passed at a meeting open to the public, that notice stating the place, date and time of the meeting was filed with the City Clerk, and a copy thereof posted in the office of the City Clerk or on the principal official bulletin board of the City at least 48 hours, including Saturdays, but not Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the vote was taken in executive session, and that the official record of the meeting was made available prior to the date hereof and remains available to the public, all in accordance with General Laws, Chapter 39, Section 23B, as amended, and that the vote has not been amended or revoked."

Lillian Symonds
Secretary

RAYMOND L. FLYNN, MAYOR



PUBLIC FACILITIES DEPARTMENT

October 9, 1986

By this writing, signed by a majority of its members and filed with its Secretary, the Public Facilities Commission, upon written recommendation of the Director of Public Facilities, does hereby vote

"Whereas, the Public Facilities Commission has read and considered the "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot, and Parcel 18" as said Resolution and supporting documentation including a letter dated September 25, 1986, from Mayor Raymond L. Flynn to the Chairman of the Authority, a number of reports, letters and other documents, is more fully outlined in the September 25, 1986 Certificate of Vote of said Authority, said documents and reports being more fully described in the documents of the Authority as Document No. 4805 and being hereby incorporated by reference into the official records of the Public Facilities Commission; and in consideration of the Authority's findings the Public Facilities Commission hereby votes to adopt the Parcel to Parcel Linkage Program as its relates to the Kinston-Bedford Street Garage and the former Essex-Lincoln Garage site, by adopting as its own policy and Resolution entitled, "Resolution of the Boston Redevelopment Authority Regarding Dispostion Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18" as supported by its accompanying documentation, and as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form.

LISA G. CHAPNICK, DIRECTOR — 26 COURT STREET, BOSTON, MASSACHUSETTS 02108 (617) 725-4352

AND FURTHER VOTED: Pursuant to the authority contained in St. 1966, c. 642, s. 3(f)(ii), the Public Facilities Commission does hereby delegate to the Boston Redevelopment Authority full authority to study and establish goals and criteria for the disposition and potential further development of the Kingston-Bedford Garage and Essex Street Lot in the City of Boston; to advertise or otherwise seek developer proposals, to contract for consultant and other services necessary and appropriate for these purposes, to prepare agreements, deeds, and other instruments necessary and appropriate to the disposition and development of such properties, and to otherwise administer and carry out all activities on behalf of the Public Facilities Commission for these purposes, and, as soon as possible, to report back to the Public Facilities Commission with its findings and recommendations for designation and other actions that the Boston Redevelopment Authority deems appropriate and necessary to best execute the above-mentioned Resolution."

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THE UNDERSIGNED HEREBY CERTIFIES THAT HE is the Acting Secretary of the Public Facilities Commission, and that at a meeting of the said Commission, duly called and held on Thursday, April 28, 1988, whereat Joseph F. Fisher, Chairman and Joseph Delgardo, Member, being a majority of the said Commission were present, it was voted

"WHEREAS, pursuant to the authority contained in St. 1966, c. 642, s. 3(f) (ii), on November 23, 1982, the Public Facilities Commission voted to delegate to the Boston Redevelopment Authority full authority to study and establish goals and criteria for the disposition and potential in the City of Boston; to advertise or otherwise seek developer proposals, to contract for consultant and other services necessary and appropriate for these purposes, to prepare agreements, deeds, and other instruments necessary and appropriate to the disposition and development of such properties, and to otherwise administer and carry out all activities on behalf of the Public Facilities Commission for these purposes, and, as soon as possible, to report back to the Public Facilities Commission with its findings and recommendations for designation and other actions that the Boston Redevelopment Authority deems appropriate and necessary;

WHEREAS, on October 9, 1986 the Public Facilities Commission voted to adopt the Parcel to Parcel Linkage Program as it relates to the Kingston-Bedford Street Garage and the former Essex-Lincoln Garage site, by adopting as its own policy the Resolution entitled, "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18" as supported by its accompanying documentation, and as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form;

WHEREAS, on July 23, 1987 the Public Facilities Commission voted that Columbia Plaza Associates be declared the winner of the Request for Qualifications competition for the Parcel to Parcel Linkage Program, Project 1, ("Project") and that Columbia Plaza Associates be selected as the minority developer partner for the Project;

WHEREAS, on July 23, 1987 the Public Facilities Commission hereby amended its aforementioned Resolution of October 9, 1986, by adopting the Challenge Track procedure to allow increased flexibility for the minority developer tentative designee, Columbia Plaza Associates, in achieving and accomplishing the goals and objectives of the Parcel to Parcel Linkage Program as set forth in the aforementioned Resolution of October 9, 1986, and in the report by the Boston

Redevelopment Authority entitled "Parcel to Parcel Linkage Program: Kingston-Bedford/Parcel 18", as such was amended by the aforementioned Request for Qualifications issued on November 7, 1986;

WHEREAS, the Public Facilities Commission in its amended Resolution of July 23, 1987 found that Columbia Plaza Associates, as the minority developer tentative designee, should be allowed to request that within one hundred and twenty (120) days, or such further time as the Authority may allow, the Authority consider recommending to the appropriate agencies the granting of full tentative designation for a development team consisting of a partnership between Columbia Plaza Associates and other parties, if such partnership demonstrates that it has satisfied the Challenge Track criteria, as set forth above, and the Parcel to Parcel Linkage Program's goals and objectives, as such have been amended by the aforementioned Request for Qualifications and have been adopted by the Public Facilities Commission of October 9, 1986 and amended July 23, 1987;

WHEREAS, Columbia Plaza Associates substantially has satisfied the criteria required under the Challenge Track to receive tentative designation without the issuance of an additional Request for Proposals.

WHEREAS, Columbia Plaza Associates, after extensive review of the proposals has recommended Metropolitan Structures as its choice for development partner;

WHEREAS, Metropolitan Structures, the proposed development partner for Columbia Plaza Associates, has presented its proposal to the Roxbury and Chinatown communities for review, and the communities have endorsed CPA's choice of Metropolitan Structures as development partner, as evidenced by letters of recommendation included in the Report and Recommendation to the Authority.

WHEREAS, on March 10, 1988 the Boston Redevelopment Authority voted to recommend to the Public Facilities Commission that the partnership of Columbia Plaza Associates and Metropolitan Structures be granted full tentative designation as developer of the Kingston-Bedford site, subject to submission within three hundred and sixty (360) days of the following;

Extensions may be granted as the Director of the Boston Redevelopment Authority deems appropriate and necessary:

- Evidence of the availability of necessary equity funds, as needed;
- Urban design and architectural plans in accordance with Article 31 of the City of Boston Zoning Code and the Authority's design review

procedures;

- o Evidence of firm financial commitments from banks or other lending institutions;

- o Final working drawings and specifications in accordance with the Challenge Track guidelines of plans for all aspects of development, including but not limited to the child care center, housing developments, office and retail developments and parking facilities;

- o A partnership agreement within 60 days that describes the CPA/MS joint venture;

- o Evidence of expansion of community equity in the partnership; and prospectuses for stock offerings to community-based organizations including but not limited to the four signatory CDC's to the Parcel 18+ Agreement;

- o Submission of more detailed plans for community benefits, including the following:

 - a detailed description of the proposed corporate structure, impact area, management and programs and operations for the community trust fund;

 - completion of residents employment plans and other such plans required by city and state regulations, development of a jobs creation proposal to the Neighborhood Jobs Trust; a tenant profile; establishment of a community clearinghouse for jobs information; provision of marketing profiles to the Roxbury and Chinatown community representatives;

 - plans for the design, operations and use of the child care facilities;

 - a detailed list of consultants who are Minority Business Enterprises, complete with copies of the certification letters; a plan for minority business enterprise space in the development, including amount of space and level of subsidy, if any; and a detailed schedule and location plan; for other MBE resources, space or facilities; and

- housing plans developed in conjunction with the Roxbury and Chinatown communities, and a proposal for housing creation to the Neighborhood Housing Trust.

o A detailed project financing plan, including the nature and source of financing; pro formas; and signed construction contracts; and a signed Redeveloper's Statement of Qualifications and Financial Responsibility or its equivalent. The plan shall indicate the need for and appropriateness of public funding for certain aspects of the project and shall be subject to Authority approval;

THEREFORE, in accordance with the vote of the Boston Redevelopment Authority of March 10, 1988, that it is

VOTED: That it is the intent of the Public Facilities Commission to tentatively designate to Columbia Plaza Associates and Metropolitan Structures, a joint venture partnership, as developers of the land with building thereon known as the Kingston-Bedford garage and the adjacent Lincoln-Essex parking lot, subject to the terms and conditions as set forth in the document entitled "Resolution of the Boston Redevelopment Authority Regarding the Tentative Designation of Development Team for the Parcel to Parcel Linkage Program, Project 1 Kingston-Bedford/Parcel 18", dated March 10, 1988; and

FURTHER VOTED: Subject to the approval of the Mayor under St. 1909, c.486, s.31B (as appearing in St. 1966, c.642, S12): That it is the intent of this Commission to sell the Kingston-Bedford garage parcel and Lincoln-Essex parking lot parcel to Columbia Plaza Associates and Metropolitan Structures, in a joint venture partnership;

AND FURTHER VOTED: That the Director be, and she hereby is, authorized to advertise the intent of this Commission to sell the above-described properties in accordance with the provisions of Chapter 642 of the Acts of 1966."

Acting Secretary

APPROVED:

Raymond L. Flynn, Mayor

CERTIFICATE

I, the Executive Secretary of the Real Property Board of the City of Boston, Massachusetts, hereby certify that at a meeting of the Board held on November 1, 1982, at 10:45 a.m., in Room 811, Boston City Hall, at which meeting all members of the Board were duly notified and at which a quorum was present, the vote specified below was passed, all of which appears upon the official records of the Board in my custody:

VOTED: Pursuant to the authority contained in Statute 1946, Chapter 474, Section 1, as amended, the Real Property Board does hereby delegate to the Boston Redevelopment Authority through the Public Facilities Commission, full authority to study and establish goals and criteria for the disposition and potential further development of the Government Center Garage, the St. James Avenue Garage, the 30 Kilby Street Garage, the Kingston-Bedford Street Garage, and the Fort Hill Square Garage, to advertise or otherwise seek developer proposals, to contract for consultant and other services necessary and appropriate for these purposes, and, as soon as possible, to report back to the Real Property Board with their findings and recommendations.

I further certify that the vote was passed at a meeting open to the public, that notice stating the place, date and time of the meeting was filed with the City Clerk, and a copy thereof posted in the office of the City Clerk or on the principal official bulletin board of the City at least 48 hours, including Saturdays, but not Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the vote was taken in executive session, and that the official record of the meeting was made available prior to the date hereof and remains available to the public, all in accordance with General Laws, Chapter 39, Section 23B, as amended, and that the vote has not been amended or revoked.

Dated:
NOV 2 1982

Richard M. Carter
Executive Secretary of the Real Property Board

APPROVED:

Kevin H. White
KEVIN H. WHITE, MAYOR

CERTIFICATE

I, the Executive Secretary of the Real Property Board of the City of Boston, Massachusetts, hereby certify that at a meeting of the Board held on October 8, 1986, at 9:00 a.m., in Room 811, Boston City Hall, at which meeting all members of the Board were duly notified and at which a quorum was present, the vote specified below was passed, all of which appears upon the official records of the Board in my custody:

VOTED: Whereas, the Real Property Board has read and considered the "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot, and Parcel 18" which Resolution was respectfully submitted by Stephen Coyle, Director, and which Resolution and supporting documentation, including a letter dated September 25, 1986, from Mayor Raymond L. Flynn to the Chairman of the Authority, a number of reports, letters, and other documents, is more fully outlined in the September 25, 1986 Certificate of Vote of said Authority, said documents and reports being more fully described in the documents of the Authority as Document No. 4805 and being hereby incorporated by reference into the official records of the Real Property Board; and in consideration of the Authority's findings the Real Property Board hereby votes to adopt the Parcel to Parcel Linkage Program as it relates to the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage site, by adopting as its own policy the Resolution entitled, "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18" as supported by its accompanying documentation, and as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form.

VOTED: Pursuant to the authority contained in Statute 1946, Chapter 474, Section 1, as amended, the Real Property Board does hereby delegate to the Boston Redevelopment Authority acting through the Public Facilities Commission, full authority to study and establish goals and criteria for the disposition and potential further development of the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage site, to advertise or otherwise seek developer proposals to contract for consultant and other services necessary and appropriate for these purposes, and, as soon as possible, to report back to the Real Property Board with its findings and recommendations for designation and other actions that the Boston Redevelopment Authority deems appropriate and necessary to best execute the above-mentioned Resolution.

I further certify that the vote was passed at a meeting open to the public, that notice stating the place, date and time of the meeting was filed with the City Clerk, and a copy thereof posted in the office of the City Clerk or on the principal official bulletin board of the City at least 48 hours, including Saturdays, but not Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the vote was taken in executive session, and that the official record of the meeting was made available prior to the date hereof and remains available to the public, all in accordance with General Laws, Chapter 39, Section 23B, as amended, and that the vote has not been amended or revoked.

Dated: 8 October 1986 Richard Carter

Executive Secretary of Real Property Board

Approved: Oct. 8, 1986 Raymond L. Flynn

Raymond L. Flynn, Mayor

BOARD MEETING: Wednesday, July 29, 1987

A meeting of the Real Property Board was duly held in Room 801, Boston City Hall, on Wednesday, July 29, 1987.

The following members were present:

J. Edward Roche, Chairman
Anthony O. Harris
John A. Chilingerian

Board member Donald A. Walsh was absent due to a previous business commitment.

Also present:

Attorney Steven A. Whitkin, Real Property Department
Attorney Russell Fanara, Real Property Department
Paul L. McCann, Boston Redevelopment Authority
Pam Wessling, Boston Redevelopment Authority
Ivy Dilworth, Boston Redevelopment Authority
Dennis Hurney, Boston Redevelopment Authority
David Rideout, Palmer & Dodge
William Anderson, Center House
Michael Donham, Center House

The meeting was called to order by the Chairman, J. Edward Roche at 9:35 a.m., and the minutes of the 22 May 1987 Board Meeting were approved.

Mr. Paul McCann, of the Boston Redevelopment Authority, explained the "challenge Track Position". This situation establishes a 120 days time period for the minority development team to pursue the necessary criteria to be designated the primary developer. Commissioner Roche explained to the board members the memorandum of understanding between the Real Property Department and the Boston Redevelopment Authority regarding the Kingston/Bedford Parcel Project. Mr. McCann stated that the Board would need to be involved further and that at least three more votes would be necessary.

Mr. Russell Fanara explained the Welfare Departments move from the Hawkins Street facility and the ninety-nine year lease that was negotiated with Center House, Inc.

Construction bids were opened on June 22, 1987 for the Uphams Corner Parking Lot. Two bids were received; Walter Reed Corp. $1,217,753.00 - alt #1 $89,339.00; John McCourt Co. $1,469,912.00 - alt #1 $149,941.00. Discussion ensued regarding the amount of the bid and the scope of work. It was determined that the scope of work would be reduced to reflect only work directly related to the parking lot.

On motion duly made and seconded, it was

VOTED: To reject the two bids received on the Uphams Corner Construction Contract due to the bids being significantly higher than the Architect's estimate of project value.

It was also

VOTED: To re-advertise for bids on this project with a reduced scope of services.

There being no further business, on a motion duly made and seconded, it was unanimously

VOTED: To adjourn at 11:05 a.m.

ATTEST

A TRUE COPY

Joseph P. Kelly
Acting Executive Secretary
Real Property Board

BOARD MEETING: Thursday, 21 April 1988

A meeting of the Real Property Board was duly held in Room 811, Boston City Hall, on Thursday, 21 April 1988.

The following members were present:

J. Edward Roche, Chairman
Jon A. Chilingerian
Donald A. Walsh

Also present:

Attorney Steven A. Whitkin, Real Property Department
Mr. James E. Robbins, Real Property Department
Attorney Russell Fanara, Real Property Department
Mr. Ricardo Millett, Boston Redevelopment Authority
Mr. Dennis Hurney, Boston Redevelopment Authority
Mr. Thomas O'Malley, Boston Redevelopment Authority
Ms. Maria Faria, Boston Redevelopment Authority
Mr. Ron Fong, Boston Redevelopment Authority
Mr. Clarence Donelan, Opportunities Industrialization Centers of Greater Boston, Inc.
Ms. Joyce Stanley, Public Facilities Department

The meeting was called to order by the Chairman, J. Edward Roche at 10:00 A.M., and the minutes of the 22 January 1988 Board Meeting were approved.

Mr. Ricardo Millet, Assistant Director for Neighborhood Planning And Development, addressed the Board relative to the First Parcel to Parcel Linkage Project: Kingston-Bedford/ Essex and Parcel 18. A report and recommendation on the Challenge Track Submission for said project had previously been sent to the Board Members for their review. The Chairman noted that this project has been an inclusionary one, and that the Boston Redevelopment Authority (BRA) was asking all City Boards and agencies at this juncture in the project (namely tentative designation) to confirm their support and to adopt the BRA recommendations made to date.

Concerns of the Board Members relative to re-imbursement for the loss of the garage, construction of a new parking facility, and replacement of existing public parking spaces would be forwarded by Attorney Steven Whitkin to the Director of the BRA. These questions would be partially addressed in the ongoing Parking Garage Study currently being conducted by Rich and Associates. The following information contained in a series of whereases was reviewed by the Board and made a part of this record.

WHEREAS, pursuant to the authority contained in St. 1946, c. 474, Section 2, as amended, on October 8, 1986, the Real Property Board voted to delegate to the Boston Redevelopment Authority (the "Authority"), acting through the Public Facilities Commission, full authority to study and establish goals and criteria for the disposition and potential further development of the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage site in the City of Boston; to advertise or otherwise seek developer proposals, to contract for consultant and other services necessary and appropriate for these purposes, and, as soon as possible, to report back to the Real Property Board with its findings and recommendations for designation and other actions that the Authority deems appropriate and necessary to best execute the above-mentioned Resolution;

WHEREAS, on October 8, 1986 the Real Property Board further voted to adopt the Parcel to Parcel Linkage Program as it relates to the Kingston-Bedford Street Garage and the former Essex-Lincoln Garage site, by adopting as its own policy the Resolution entitled, "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18" as supported by its accompanying documentation, and as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Forms;

WHEREAS, on July 29, 1987 the Real Property Board was apprised that Raymond L. Flynn, Mayor of Boston, recommended by letter dated March 19, 1987 that the so-called "Challenge Track" procedure be adopted to allow increased flexibility for the minority developer tentative designee, Columbia Plaza Associates, in achieving and accomplishing the goals and objectives of the Parcel to Parcel Linkage Program as set forth in the aforementioned Resolution of October 8, 1986, and in the report by the Boston Redevelopment Authority entitled "Parcel to Parcel Linkage Program: Kingston-Bedford/Parcel 18, as such was amended by the Request for Qualifications issued on November 7, 1986;

WHEREAS, on July 29, 1987, the Authority recommended to the Real Property Board that Columbia Plaza Associates be selected as the minority developer tentative designee and allowed to request, pursuant to the Challenge Track procedures, that within one hundred and twenty (120) days, or such further time as the Authority may allow, the Authority consider recommending to the appropriate agencies the granting of full tentative designation for a development team consisting of a partnership between Columbia Plaza Associates and other parties, if such partnership demonstrates that it has satisfied the Challenge Track criteria, and the Parcel to Parcel Linkage Program's goals and

objectives, as such have been adopted by the Real Property Board on October 8, 1986 and amended by the aforementioned Request for Qualifications;

WHEREAS, Columbia Plaza Associates substantially has satisfied the criteria required under the Challenge Track to receive tentative designation without the issuance of an additional Request for Proposals;

WHEREAS, Columbia Plaza Associates, after extensive review of the proposals has recommended Metropolitan Structures as its choice for development partment;

WHEREAS, Metropolitan Structures, the proposed development partner for Columbia Plaza Associates, has presented its proposal to the Roxbury and Chinatown communities for review, and the communitis have endorsed the CPA's choice of Metropolitan Structures as development partner, as evidenced by letters of recommendation included in the Report and Recommendation to the Authority;

WHEREAS, on March 10, 1988 the Boston Redevelopment Authority voted to recommend to the Real Property Board that the partnership of Columbia Plaza Associates and Metropolitan Structures be granted full tentative designation as developer of the Kingston-Bedford site, subject to submission within three hundred and sixty (360) days of the following;

Extensions may be granted as the Director of the Boston Redevelopment Authority deems appropriate and necessary:

- Evidence of the availability of necessary equity funds, as needed;
- Urban design and architectural plans in accordance with Article 31 of the City of Boston Zoning Code and the Authority's design review procedures;
- Evidence of firm financial commitments from banks or other lending institutions;
- Final working drawings and specifications in accordance with the Challenge Track guidelines of plans for all aspects of development, including but not limited to the child care center, housing developments, office and retail developments and parking facilities;
- A partnership agreement within 60 days that describes the CPA/MS joint venture;

- o Evidence of expansion of community equity in partnership; and prospectuses for stock offerings to community-based organizations including but not limited to the four signatory CDC's to the Parcel 18 Agreement;

- o Submission of more detailed plans for community benefits, including the following:

 - a detailed description of the proposed corporate structure, impact area, management and programs and operations for the community trust fund;

 - completion of residents employment plans and other such plans required by city and state regulations, development of a jobs creation proposal to the Neighborhood Jobs Trust; a tenant profile; establishment of a community clearinghouse for jobs information; provision of marketing profiles to the Roxbury and Chinatown community representatives;

 - plans for the design, operations and use of the child care facilities;

 - a detailed list of consultants who are Minority Business Enterprises, complete with copies of the certification letters; a plan for minority business enterprise space in the development, including amount of space and level of subsidy, if any, and a detailed schedule and location plan for other MBE resources, space or facilities; and

 - housing plans developed in conjunction with the Roxbury and Chinatown communities, and a proposal for housing creation to the Neighborhood Housing Trust.

- o A detailed project financing plan, including the nature and source of financing; pro formas; and signed construction contracts; and a signed Redeveloper's Statement of Qualifications and Financial Responsibility or its equivalent. The plan shall indicate the need for an appropriateness of public funding for certain aspects of the Project and shall be subject to Authority approval;

WHEREAS, the Real Property Board has reviewed and considered the Boston Redevelopment Authority vote and recommendations of March 10, 1988;

On Motion duly made and seconded, it was unanimously

VOTED: That the Real Property Board, in accordance with the findings and recommendations of the Boston Redevelopment Authority and pursuant to the Challenge Track procedures, tentatively designates Columbia Plaza Associates as the minority development partner for the project known as "Parcel to Parcel Linkage Program, Project 1 Kingston-Bedford/Parcel 18";

It was also unanimously

VOTED: That the Real Property Board, tentatively designates Columbia Plaza Associates and Metropolitan Structures, a joint venture partnership, as developers of the land with building thereon known as the Kingston-Bedford garage, the adjacent Lincoln-Essex parking lot, and Parcel 18, subject to the terms and conditions set forth in the document entitled "Resolution of the Boston Redevelopment Authority Regarding the Tentative Designation of a Development Team for the Parcel to Parcel Linkage Program, Project 1 Kingston-Bedford/Parcel 18" dated March 10, 1988 and attached hereto.

The Executive Secretary announced the following tabulation of bids filed at the Office of the Board which were publicly opened and read aloud with Attorney Whitkin, at Noon on Tuesday, April 19, 1988, for leasing the public parking facility at Nashua Street/Accolon Way for a term of thirteen months beginning May 1, 1988:

NASHUA STREET/ACCOLON WAY

BIDDER	AMOUNT
Kinney System of Boston, Inc. 26 Park Plaza Boston, MA 02116	$1,055,769.00
Owl Parking Co., Inc. 53 Cooper Street Boston, MA 02113	$ 936,170.00
Allright Boston Parking, Inc. 99 Temple Place, S-402 Boston, MA 02111	$ 907,777.00
Parkway Parking of Massachusetts, Inc. 150 No. Broad Street Philadelphia, PA 19102	$ 828,999.00

There being no further business, on motion duly made and seconded, it was unanimously

VOTED: To adjourn at 11:20 a.m.

ATTEST

A TRUE COPY

Richard M. Carter

Richard M. Carter
Executive Secretary
Real Property Board

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

Board of Directors
Transportation Building
Ten Park Plaza
Boston, Massachusetts 02116

I, Kathleen Hines, Recording Secretary of the Board of Directors of the Massachusetts Bay Transportation Authority, hereby certify that, at a Meeting of the Board of Directors of the Massachusetts Bay Transportation Authority, acting under the provisions of Chapter 161A of the General Laws, as amended to date, duly called and held on the fifteenth day of October 1986, at which a quorum was present, the following Vote was adopted:

VOTED: That the following Preamble and Resolution be, and it hereby is, adopted:

WHEREAS, The MBTA plans to complete its Southwest Corridor Project in 1987; and

WHEREAS, The MBTA and the Southwest Corridor community have identified a number of parcels of land in the Southwest Corridor which are appropriate for development; and

WHEREAS, The MBTA, the Southwest Corridor community, the Commonwealth of Massachusetts and the City of Boston have agreed to the scope and type of development on these parcels, which agreement is reflected in the 1979 Southwest Corridor development plan, as amended by the parties; and

WHEREAS, The MBTA, the Southwest Corridor community and the City of Boston wish to begin development of Parcel 18; and

WHEREAS, The MBTA has designated the Boston Redevelopment Authority (BRA) as its agent for development on Parcel 18; and

WHEREAS, The BRA acts as the redevelopment authority for the City of Boston pursuant to G.L. c.121B; as the State Housing Board in connection with the administration of urban renewal projects pursuant to G.L. c.121A; and as the Planning Board of the City of Boston pursuant to G.L. c.41, §70; and

WHEREAS, The BRA has adopted a parcel-to-parcel linkage package which will link the development of a city-owned site in downtown Boston (Kingston-Bedford) with the development of Parcel 18 in the Southwest Corridor; and

WHEREAS, The BRA in its capacity as a redevelopment agency, a housing board and the Planning Board for the City of Boston has adopted a minority developer participation program which guarantees to minority developers a thirty (30%) percent participation in the equity of the Kingston-Bedford project; and

WHEREAS, The BRA has also adopted a minimum minority Business Enterprise (MBE) participation program of thirty (30%) percent MBE participation in construction contracts and professional technical services budgets for the Kingston-Bedford project; and

WHEREAS, The BRA in support of this program, has reviewed numerous documents and studies prepared by its staff and others concerning the underrepresentation of minorities in large scale development projects in the City of Boston and concerning the lack of opportunities for local minority businesses to participate in the wide range of economic activities related to major commercial projects; and

WHEREAS, The BRA, based on its extensive knowledge of the private real estate economy, finds that an underrepresentation of minority developers exists in the development of large commercial real estate projects in the City of Boston; and

WHEREAS, The United States government, the Commonwealth of Massachusetts and the City of Boston have adopted the following laws, regulations, Executive Orders and ordinances to increase the representation of minorities in economic and development opportunities:

* Mayoral Executive Order of June 28, 1978, entitled, "Encouraging Minority Business Enterprise," which Order is designed to assure the participation of Minority Business Enterprises in the City's contracting process, and which requires a ten percent (10%) set-aside of the value of all construction, goods and services procured by the City during each fiscal year, and requires further a thirty percent (30%) set-aside of same in "impact areas;"

* Municipal Law, Chapter 30, Ordinances of 1983, entitled "The Boston Residents Job Policy," which Order states that Black, Hispanic, Asian and native American residents of the City of Boston have historically been systematically excluded from the construction trades and unions in the City of Boston, and which requires that twenty-five percent (25%) of the total employee manhours on any construction project funded in whole or in part by city funds shall be by minorities;

* Mayoral Executive Order of July 12, 1985, entitled "Extending the Boston Residents Job Policy," which Order states that the exclusion of minorities from the construction trades and unions in the City of Boston is still prevalent, and that such exclusion can and does exacerbate racial tensions as a result of the competition for scarce construction jobs, and which requires that twenty-five percent (25%) of the total employee workhours on any private project or substantial rehabilitation project shall be by minorities;

* Boston City Council Order of January 30, 1985, entitled "Development Guidelines for the Dudley Square Development District," which orders that the development guidelines for all parcels within the District include equity participation by community organizations and minority entrepreneurs;

* City Ordinance of 1986 entitled, "The Boston Employment Commission," which Order establishes a body that is uniquely suited to encourage and foster the progress of Boston residents in securing construction jobs and permanent employment in the surging downtown economy. The Boston Employment Commission has the authority to require developers of Covered Projects to submit: (i) detailed plans that show how the developer intends to meet the Boston Resident Construction Jobs Standards; and (ii) detailed plans that show how the developer intends to meet MBE/WBE goals contained in City contracts or that arise from city, state or federal laws, regulations or policies;

* State Executive Order 237, issued March 19, 1984, entitled "Minority Business Development," which Order states that it is based on the fact that Minority Business Enterprises frequently face inordinate problems in achieving viable economic status, and which provides that each executive office, agency, department, board and commission must award at least ten percent (10%) of the total value of construction projects let by it in each fiscal year to minority Business Enterprises, and at least five percent (5%) of the total value of contracts for supplies and services to Minority Business Enterprises;

* Regulations of the Department of Housing and Urban Development pertaining to Urban Development Action Grant (UDAG) eligibility, such as 24 CFR §570.459, which regulation provides for Minority Job Participation in UDAG projects, including participation as equity investors, owners or rehabilitators of property, prime or subcontractors during development, and vendors and supplies of goods and services, and 24 CFR §135.1(a), which regulation requires that opportunities for training and employment arising in connection with the planning and carrying out of any project assisted under any such program be given to lower income persons residing in the area of the project.

WHEREAS, The BRA has proposed the minority participation program for Kingston-Bedford and Parcel 18 be a demonstration program; and

WHEREAS, The BRA, as the MBTA's agent for Parcel 18, has voted to request the MBTA to adopt its policies for minority participation as set forth in a report entitled, "Parcel-to-Parcel Linkage Program: Kingston-Bedford/Parcel 18"; and

WHEREAS, The BRA, as the MBTA's development agent, has voted to request the MBTA to solicit development interest in the Kingston-Bedford/Parcel 18 project by the issuance of the Kingston-Bedford/Parcel 18 Request for Qualifications (RFQ);

NOW, THEREFORE, [BE IT RESOLVED:]

That the MBTA adopt the BRA's Minority Participation Program as outlined in the RFQ for the development of Parcel 18 and the reports and studies relied on by the BRA to justify this program;

[BE IT FURTHER RESOLVED:]

That the MBTA authorizes the BRA, as its development agent, to proceed with the Parcel-to-Parcel Linkage Program: Kingston-Bedford/Parcel 18 and to issue the Kingston-Bedford Parcel 18 RFQ; and

[BE IT FURTHER RESOLVED:]

That the documents and studies relied on by the BRA to justify its minority participation program for the Kingston-Bedford/Parcel 18 project are set out in the Minutes of the

Regular Meeting of the Boston Redevelopment Authority, September 25, 1986, P.8-10, and will become part of the official papers of the Board of Directors of the MBTA.

A true copy.

Attest: April 20, 1988

Recording Secretary
Board of Directors of the
Massachusetts Bay Transportation Authority

MASSACHUSETTS
BAY
TRANSPORTATION
AUTHORITY

Board of Directors
Transportation Building
Ten Park Plaza
Boston, Massachusetts 02116

I, Kathleen Hines, Recording Secretary of the Board of Directors of the Massachusetts Bay Transportation Authority, hereby certify that, at a Meeting of the Board of Directors of the Massachusetts Bay Transportation Authority, acting under the provisions of Chapter 161A of the General Laws, as amended to date, duly called and held on the fifteenth day of July 1987, at which all the Members were present, the following Vote was adopted:

VOTED: That the MBTA Board of Directors concurs with the Boston Redevelopment Authority that Columbia Plaza Associates is the winner of the RFQ competition and concurs in the BRA's selection of Columbia Plaza Associates as the minority developer partner in the Parcel-to-Parcel Linkage Program.

A true copy.

Attest: July 21, 1987

Recording Secretary
Board of Directors of the
Massachusetts Bay Transportation Authority

MASSACHUSETTS
BAY
TRANSPORTATION
AUTHORITY

Board of Directors
Transportation Building
Ten Park Plaza
Boston, Massachusetts 02116

I, Kathleen Hines, Recording Secretary of the Board of Directors of the Massachusetts Bay Transportation Authority, hereby certify that, at a Meeting of the Board of Directors of the Massachusetts Bay Transportation Authority, acting under the provisions of Chapter 161A of the General Laws, as amended to date, duly called and held on the twenty-fifth day of May 1988, at which a quorum was present, the following Vote was adopted:

> VOTED: Be it resolved that the MBTA Board of Directors concurs with the recommendation of the Boston Redevelopment Authority of full tentative designation of the partnership of Columbia Plaza Associates and Metropolitan Structures as developer of Parcel 18.

A true copy.

Attest: May 27, 1988

Recording Secretary
Board of Directors of the
Massachusetts Bay Transportation Authority

CERTIFICATE

I, the Executive Secretary of the Real Property Board of the City of Boston, Massachusetts, hereby certify that at a meeting of the Board held on February 28, 1990 at 9:00 a.m., in Room 801, Boston City Hall, at which meeting all members of the Board were duly notified and at which a quorum was present, the vote specified below was passed, all of which appears upon the official records of the Board in my custody:

Upon motion duly made and seconded, the following vote was approved:

WHEREAS, pursuant to the authority contained in St. 1946, c. 474, Section 1, as amended, on October 8, 1986, the Real Property Board voted to delegate to the Boston Redevelopment Authority ("BRA"), acting through the Public Facilities Commission ("PFC"), full authority to study and establish goals and criteria for the disposition and potential further development of the Kingston-Bedford Street Garage (the "Kingston-Bedford") and the former Essex-Lincoln Street Garage site (the "Essex Garage") in the City of Boston (the Kingston Garage and th Essex Garage are referred to collectively herein as the "Site"); to advertise or otherwise seek developer proposals; to contract for consultant and other services necessary and appropriate for these purposes and to report back to the Real Property Board with its findings and recommendations for designation and other actions that the BRA deemed appropriate and necessary to best execute the document entitled "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18" dated March 10, 1988 (the "Resolution").

WHEREAS, on October 18, 1986, the Real Property Board further voted to adopt the Parcel to Parcel Linkage Program as it related to the Site, by adopting as its own policy the Resolution as supported by its accompanying documentation, as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form.

WHEREAS, on March 10, 1988, the BRA voted to recommend to the Real Property Board that the partnership of Columbia Plaza Associates ("CPA") and Metropolitan Structures be granted full tentative designation as developer of the Site,subject to certain conditions.

WHEREAS, on April 21, 1988, the Real Property Board voted to tentatively designate CPA as the minority development partner for the project known as "Parcel to Parcel Linkage Program, Project 1 Kingston-Bedford/Parcel 18"; and to tentatively designated CPA and Metropolitan Structures, a joint venture partnership, as developers of the project referred to as One Lincoln Street, which project includes the Site ("One Lincoln Street") and the project to be located on Parcel 18 ("Ruggles Street"), subject to the terms and conditions set forth in the Resolution.

WHEREAS, CPA and Metropolitan Structures have formed a development entity, Metropolitan/Columbia Plaza Venture ("MCPV"), whose structure responds to the required Challenge Track criterion including the participation of community-based organizations in the Parcel to Parcel Linkage Project.

WHEREAS, MCPV is a Massachusetts general partnership between CPA and Metropolitan Structures, with each entity having a 50% interest in MCPV.

WHEREAS, MCPV has worked cooperatively with the BRA, the MBTA, and the Roxbury and Chinatown communities to produce development plans for the One Lincoln Street and Ruggles Center projects.

WHEREAS, MCPV, for financing and legal reasons, has created affiliated entities to create and own each project: Ruggles Center Joint Venture ("RCJV") as developer of Ruggles Center, and Kingston Bedford Joint Venture ("KBJV") as developer of One Lincoln Street.

WHEREAS, on June 29, 1989, the BRA approved the PDA/DIP Plan for One LIncoln Street and Master PDA/DIP Plan for Ruggles Center and Development Plan for the first phase of Ruggles Center.

WHEREAS, on August 11, 1989, the Zoning Commission approved the PDA/DIP Plan for One Lincoln Street and the Master PDA/DIP Plan for Ruggles Center and Development Plan for the first phase of Ruggles Center.

WHEREAS, the BRA granted Schematic Design Approval for One Lincoln Street on June 29, 1989 and for the first phase of Ruggles Center on December 11, 1989.

WHEREAS, the BRA granted Design Development Approval for One Lincoln Street on January 29, 1990 and for the first phase of Ruggles Center (excluding the garage) on February 2, 1990.

WHEREAS, the Secretary of the Executive Office of Environmental Affairs issued a Certificate of Adequacy on the Final Environmental Impact Report ("FEIR") for One Lincoln Street on January 19, 1990, and on the FEIR for Ruggles Center on December 18, 1989.

WHEREAS, the BRA, with respect to One Lincoln Street, pursuant to Article 31 of the Boston Zoning Code, issued its Preliminary Adequacy Determination of August 30, 1989, and voted to issue its Adequacy Determination on February 8, 1990.

WHEREAS, on February 8, 1990, the BRA voted to grant final designation to MCPV as the developer of the Parcel to Parcel Linkage I Project, to KBJV as developer of One Lincoln Street, and to RCJV as developer of Ruggles Center and voted to recommend said final designation of KBJV with respect to One Lincoln Street to the Real Property Board, and the PFC and said final designation of RCJV with respect to the Ruggles Center to the MBTA.

WHEREAS, on February 8, 1990, the BRA voted to authorize the Director of the BRA to execute the Sale and Construction Agreement between KBJV and the BRA for One Lincoln Street (the "Agreement").

WHEREAS, the Real property Board has reviewed and considered the BRA vote and recommendations of February 8, 1990:

Now therefore, be it

VOTED: That the Real Property Board in accordance with the findings and recommendations of the BRA of February 8, 1990, hereby grants final designation to Metropolitan/Columbia Plaza Venture as developer of the Parcel to Parcel Linkage I Project and to Kingston-Bedford Joint Venture as developer of One Lincoln Street.

VOTED: Pursuant to the authority vested in it by Chapter 474 of the Acts of 1946, as amended, and subject to the terms and conditions set forth herein, the Real Property Board hereby determines and declares the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage site in the City of Boston, including the land, air rights and structures thereon, together with any and all appurtenant rights and benefits in Columbia Street, Bedford Street, Essex Street, Lincoln Street, Kingston Street and the John F. Fitzgerald Expressway, subject to and with the benefit of all easements of record (collectively, the "Property"), to be no longer required for the purposes of Chapter 474 of the Acts of 1946, as amended.

VOTED: That the Chairman of the Real Property Board (the "Chairman") shall notify the PFC of this vote and shall request the PFC to take all necessary action for the transfer of the Property to it as surplus property by vote of the Boston City Council pursuant to Section 24 of Chapter 190 of the Acts of 1982 and any other applicable laws.

VOTED: That the Chairman be and is hereby authorized and empowered by the Real Property Board to take all such action deemed necessary and appropriate to the disposition of the Property.

This determination is made subject to the following terms and conditions:

1. That the Property be ultimately disposed of in accordance with the development process set forth in the February 8, 1990 vote of the BRA and all applicable laws; and

2. That upon the transfer of the Property by the City Council to the PFC, the PFC shall delegate the interim care and operation of the Site to the Real Property Department, including the exclusive right to collect all revenues therefrom, and the Site shall remain open and operational as a public parking facility under the care and maintenance of the Real Property Department until the time for final disposition thereof, subject to and with the benefit of the provisions of the Agreement.

I further certify that the vote was passed at a meeting open to the public, that notice stating the place, date and time of the meeting was filed with the City Clerk, and a copy thereof posted in the office of the City Clerk or on the principal official bulletin board of the City at least 48 hours, including Saturdays, but not Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the vote was taken in executive session, and that the official record of the meeting was made available prior to the date hereof and remains available to the public, all in accordance with General Laws, Chapter 39, Section 23B, as amended, and that the vote has not been amended or revoked.

DATE: 2/28/90

Daniel R. Nuzzo
Executive Secretary of the
Real Property Board

APPROVED: 2.28.90

RAYMOND L. FLYNN, MAYOR

5000-19

Raymond L. Flynn
Mayor

City of Boston
Real Property
Department

Room 811
Boston City Hall
Boston, Massachusetts 02201
(617) 725-4105

Frank N. Jones
Commissioner

Marie A. Turley
Assistant Commissioner

February 28, 1990

Joseph F. Fisher, Chairman
Public Facilities Commission
26 Court Street, 6th Floor
Boston, MA 02108

RE: Notice Of Certificate Of Vote Regarding Surplussing of the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage Site in the City of Boston

Dear Chairman Fisher:

Please be advised that on February 28, 1990, the Real Property Board voted the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage Site, Boston, is not required for municipal purposes. A copy of that vote is attached for your information.

In accordance with that vote I am requesting the Public Facilities Commission to take all necessary action for the transfer of such properties to it in accordance with applicable laws for the development and construction of One Lincoln Street.

Very truly yours

Frank N. Jones

Frank N. Jones
Commissioner

cc: Lisa Chapnick, Director
Paul Roche, Esq.
Pamela Wessling, BRA
Daniel R. Nuzzo, RPB

THE UNDERSIGNED HEREBY CERTIFIES THAT SHE is the Secretary of the Public Facilities Commission, and that at a meeting of the said Commission, duly called and held on Thursday, April 26, 1990, whereat Joseph Fisher, Chairman, and Joseph Delgardo, Member, being a majority of the Members of the said Commission, were present, it was voted

"WHEREAS, pursuant to the authority contained in St. 1966, c. 642, s. (3)(f)(ii), on November 23, 1982, the Public Facilities Commission (the "Commission") voted to delegate to the Boston Redevelopment Authority ("BRA"), full authority to study and establish goals and criteria for the disposition and potential of certain sites in the City of Boston; to advertise or otherwise seek developer proposals; to contract for consultant and other services necessary and appropriate for these purposes; to prepare agreements, deeds and other instruments necessary and appropriate to disposition and development of such properties; and to otherwise administer and carry out all activities on behalf of the Commission; and to report back to the Commission with its findings and recommendations for designation and other actions that the BRA deemed appropriate and necessary.

WHEREAS, on October 9, 1986, the Commission voted to adopt the Parcel to Parcel Linkage Program as it related to the Kingston-Bedford Street Garage located at 77 Bedford Street, also known as 78 Kingston Street, Boston, Massachusetts and the former Essex-Lincoln Garage site located at 47 Lincoln Street, also known as 150 Essex Street, Boston, Massachusetts, by adopting as its own policy the Resolution entitled "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18" (the Resolution") as supported by its accompanying documentation, and as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form.

WHEREAS, on July 23, 1987, the Commission voted that Columbia Plaza Associates ("CPA") be selected as the minority development partner of the Site.

WHEREAS, on March 10, 1988, the BRA recommended to the Commission that the partnership of CPA and Metropolitan Structures be granted full tentative developer designation as developer of the Site, subject to certain conditions.

WHEREAS, on April 28, 1988, the Commission voted to declare its intent to tentatively designate CPA and Metropolitan Structures, a joint venture partnership, as the developer of the project referred to as One Lincoln Street, which project includes the Site ("One Lincoln Street"), subject to the terms and conditions set forth in the Resolution; and further voted that it was the intent of the Commission of sell the Site to CPA and Metropolitan Structures, a joint venture partnership, subject to the approval of the Mayor under St. 1909, c. 486, s. 31B (as appearing in St. 1966, c. 642, s. 12) and in accordance with Chapter 642 of the Acts of 1966.

WHEREAS, CPA and Metropolitan Structures have formed a development entity, Metropolitan/Columbia Plaza Venture ("MCPV"), whose structure responds to the required Challenge Track criterion including the participation of community-based organizations in the Parcel to Parcel Linkage Project.

WHEREAS, MCPV is a Massachusetts general partnership between CPA and Metropolitan Structures , with each entity having a 50% interest in MCPV.

WHEREAS, MCPV has worked cooperatively with the BRA, the MBTA, and Roxbury and Chinatown communities to produce development plans for One Lincoln Street and the Project to be located on Parcel 18 known as Ruggles Center ("Ruggles Center").

WHEREAS, MCPV, for financing and legal reasons, has created affiliated entities to create and own each project: Kingston Bedford Joint Venture ("KBJV") as developer of One Lincoln Street and Ruggles Center Joint Venture ("RCJV") as developer of Ruggles Center.

WHEREAS, on June 29, 1989, the BRA approved the PDA/DIP Plan for One Lincoln Street and the Master PDA/DIP Plan for Ruggles Center and Development Plan for the first phase of Ruggles Center.

WHEREAS, on August 11, 1989, the Zoning Commission approved the PDA/DIP Plan for One Lincoln Street and the Master PDA/DIP Plan for Ruggles Center and Development Plan for the first phase of Ruggles Center.

WHEREAS, the BRA granted Schematic Design Approval for One Lincoln Street on June 29, 1989 and for the first phase of Ruggles Center on December 11, 1989.

WHEREAS, the Secretary of the Executive Office of Environmental Affairs issued a Certificate of Adequancy on the Final Environmental Impact Report ("FEIR") for One Lincoln Street on January 19, 1990, and on the FEIR for Ruggles Center on December 18, 1989.

WHEREAS, the BRA, with respect to One Lincoln Street, pursuant to Article 31 of the Boston Zoning Code, issued it Preliminary Adequacy Determination on August 30, 1989, and voted to authorize its Director to issue its Adequacy Determination of February 8, 1990.

WHEREAS, on February 8, 1990, the BRA voted to grant final designation to MCPV as the developer of the Parcel to Parcel Linkage I Project, to KBJV as developer of One Lincoln Street, and to RCJV as developer of Ruggles Center and voted to recommend said final designation of KBJV with respect to One Lincoln Street to the Real Property Board ("RPB") and the Commission and said final designation of RCJV with respect to Ruggles Center to the MBTA.

WHEREAS, on February 8, 1990, the BRA voted to authorize the Director of the BRA to execute the Sale and Construction Agreement between KBJV and the BRA for One Lincoln Street (the "Sale and Construction Agreement").

WHEREAS, on February 28, 1990, the RPB voted to grant final designation to MCPV as developer of the Parcel to Parcel Linkage I Project and to KBJV as developer of One Lincoln Street and determined and declared the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage site in the City of Boston, including the land, air rights and benefits in Columbia Street, Bedford Street, Essex Street, Lincoln Street, Kingston Street and the John F. Fitzgerald Expressway, subject to and with the benefit of all easements of record, to be no longer required for the purposes of Chapter 474 of the Acts of 1946, as amended.

WHEREAS, the BRA, on behalf of the City of Boston, has requested the Commonwealth of Massachusetts Department of Public Works to abandon, in accordance with Massachusetts General Laws, Chapter 81, s. 12, all its right, title and interest above an elevation of 16.00 feet Boston City Base on a parcel of land containing 180 square feet, more or less, located at the corner of Essex and Lincoln Streets (the "DPW Parcel").

WHEREAS, the BRA intends to request the RPB to determine and declare that the DPW Parcel, subject to and with the benefit of all easements of record, is no longer required for the purposes of Chapter 474 of the Acts of 1946, as amended.

WHEREAS, the Chairman of the RPB has notified the Commission of the vote of February 28, 1990 and has requested the Commission to take all necessary action for the transfer of the Property to it as surplus property, subject to the vote of the Boston City Council pursuant to Section 24 of Chapter 190 of the Acts of 1982 and any other applicable laws.

WHEREAS, the Commission has reviewed and considered the BRA vote and recommendations of February 8, 1990 and the RPB vote and recommendations of February 28, 1990.

THEREFORE, because the sale of the Property by the City to KBJV is necessary for the development of One Lincoln Street it is hereby voted as follows:

Subject to the approval of the Mayor under St. 1909 c. 486, s. 31A (as appearing in St. 1966, c. 642, s. 12), that the Kingston-Bedford Street Garage, the former Essex-Lincoln Street Garage site and the DPW Parcel in the City of Boston, including the land, air rights and structures thereon, together with any and all appurtenant rights and benefits in Columbia Street, Bedford Street, Essex Street, Lincoln Street, Kingston Street and John F. Fitzgerald Expressway, subject to and with the benefit of all easements of record and all right, title and interest of the City of Boston in the portions of said streets discontinued by the Public Improvement Commission in connection with the development of One Lincoln Street, subject to and with the benefit of all easements of records (collectively, the "Property") be and hereby is, transferred from the Real Property Department to the care, custody, management and control of the Public Facilities Department; and

FURTHER VOTED: In accordance with the vote of the Real Property Board of February 28, 1990 and the vote of the Boston Redevelopment Authority of February 8, 1990: That the Commission hereby tentatively designates Metropolitan/Columbia Plaza Venture as developer of the Parcel to Parcel Linkage I Project and to Kingston Bedford Joint Venture as developer of One Lincoln Street; and

FURTHER VOTED: Subject to the approval of the Mayor under St. 1909, c. 486, s. 31B (as appearing in St. 1966, c. 642, s. 12), that it is the intent of this Commission to sell the Property to Kingston Bedford Joint Venture, subject to the vote of and approval of the City Council pursuant to Section 26 of Chapter 190 of the Acts of 1982 and M.G.L. c. 40, S. 54;

FURTHER VOTED: That the Director be, and hereby is, authorized to advertise the intent of this Commission to sell the Property in accordance with the provisions of Chapter 642 of the Acts of 1966; and

FURTHER VOTED: Pursuant to St. 1966, c. 642, s 3(ii): That the Director, the Boston Redevelopment Authority and Kingston Bedford Joint Venture be, and hereby are, authorized to petition the Public Improvement Commission regarding the discontinuance of certain public ways; provided that said authorization shall only apply to discontinuances associated with the development of the Property; and

FURTHER VOTED: The Commission hereby delegates to the Real Property Department its power for the limited purposes of the maintenance and operation of the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage, including the exculsive right to collect all revenues therefrom, subject to and with the benefit of the terms of the Sale and Construction Agreement, until the conveyance of the Property pursuant to the terms and conditions set out in the votes referenced above.

Secretary

APPROVED:

Mayor Raymond L. Flynn

City of Boston
The Environment Department

Raymond L. Flynn
Mayor

Lorraine M. Downey
Director

Boston City Hall/Room 805
Boston, Massachusetts 02201
617-725-4416 or 725-3850

May 24, 1990

APCC Public Meeting

STAFF RECOMMENDATIONS

Billy's Parking:

Staff recommends approval of seven (7) additional commercial open air parking spaces.

Merrimac and Lancaster Sts.:

Staff recommends approval of 17 spaces for 123 Merrrimac St., 48 spaces for 73-75 Causeway St. and 21 spaces for 19 Lancaster St. These spaces are temporary and will be renewed annually.

- The applicant should provide four van pool spaces at a reduced rate. These spaces shall be held open until 10:00 a.m. daily before they can be rented out to the public.

- There shall be some obstruction that prevents the cars from encroaching on the sidewalk blocking the public way or injuring pedestrians.

One Lincoln St.:

Conditions:

- the applicant shall provide 15 van pool spaces which will be removed from the exempt spaces. These van pool spaces shall be provided at a 50% reduced rate from the regular fees.

- The parking structure shall be a 1 to 5 ratio where the all day rate is five times the first hour.

- the applicant shall provide MBTA pass subsidies in the form of a matching subsidy with the future tenants as described in the Transportation Access Plan.

646 Washington St.

The city's policy is to discourage the destruction of historic buildings for temporary open air parking lots. There is an historic building on site that should be preserved if possible.

In addition, the it appears from information supplied by the transportation department that this lot would not serve existing demand as required by our regulations, but would create new demand.

CERTIFICATE

I, the Executive Secretary of the Real Property Board of the City of Boston, Massachusetts, hereby certify that at a meeting of the Board held on Friday, July 20, 1990 at 9:00 a.m., in Room 801, Boston City Hall, at which meeting all members of the Board were duly notified and at which a quorum was present, the vote specified below was passed, all of which appears upon the official records of the Board in my custody:

Upon motion duly made and seconded, the following vote was passed:

WHEREAS, on February 28, 1990, the Real Property Board (RPB) voted to grant final designation to Metropolitan Columbia Plaza Venture as developer of the Parcel to Parcel Linkage I Project and to Kingston Bedford Joint Venture (KBJV) as developer of the site known and numbered One Lincoln Street and determined and declared the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage site in the City of Boston, including the land, air rights and structures thereon, together with any and all appurtenant rights and benefits in Columbia Street, Bedford Street, Essex Street, Lincoln Street, Kingston Street and the John F. Fitzgerald Expressway, subject to and with the benefit of all easements of record, to be no longer required for the purpose of Chapter 474 of the Acts of 1946, as amended (the February 28 Vote).

WHEREAS, the Boston Redevelopment Authority (BRA), on behalf of the City of Boston, has requested the Commonwealth of Massachusetts Department of Public Works to abandon, in accordance with Massachusetts General Laws, Chapter 81, ss 12, all its right, title and interest above an elevation of 16.00 feet Boston City Base in a parcel of land containing 180 square feet, more or less, located at the corner of Essex and Lincoln Streets (the DPW Parcel).

WHEREAS. the BRA has requested the RPB to determine and declare that the DPW parcel, subject to and with the benefit of all easements of record, is no longer required for the purpose of Chapter 474 of the Acts of 1946, as amended.

WHEREAS, the BRA has requested the RPB to confirm the February 28 Vote and further to determine and declare that the DPW Parcel is no longer required for the purposes of Chapter 474 of the Acts of 1946, as amended.

THEREFORE, it is hereby voted as follows:

VOTED: Pursuant to the authority vested in it by Chapter 474 of the Acts of 1946, as amended, and subject to the terms and conditions set forth in the February 28 Vote, the Real Property Board hereby determines and declares that the Kingston-Bedford Street Garage, the former Essex-Lincoln Street Garage site and the DPW Parcel in the City of Boston, including the land, air rights and structures thereon, together with and all appurtenant rights and benefits in Columbia Street, Bedford Street, Essex Street, Lincoln Street, Kingston Street and the John F. Fitzgerald Expressway, subject to and with the benefit of all easements of record and all right, title and interest of the City of Boston in the portions of said streets discontinued by the Public Improvement Commission in connection with the development of One Lincoln Street, including the DPW Parcel, subject to and with the benefit of all easements of record (collectively, the "Property") are no longer required for the purposes of Chapter 474 of the Acts of 1946, as amended.

VOTED: That the Chairman of the Real Property Board (the Chairman) shall notify the PFC of this vote confirming the DPW Parcel is no longer required for the purposes of Chapter 474 of the Acts of 1946, as amended.

VOTED: That the Boston Redevelopment Authority, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, having its usual place of business at One City Hall Square, Boston, MA 02201, be and hereby is, authorized and empowered by the Real Property Board to take any and all actions deemed necessary and appropriate, as agent for and on behalf of the Real Property Board in connection with the disposition and development of the Property, including, without limitation, the authority to sign the Sale and Construction Agreement between the BRA and KBJV for the development of One Lincoln Street (the Sale and Construction Agreement), amendments to the Sales and Construction Agreement and to sign other instruments necessary and appropriate to the disposition and development of the Property in accordance with the provisions of the February 8, 1990 vote of the Boston Redevelopment Authority and the February 28, 1990 vote of the Real Property Board. Said delegation shall include all authority and responsibility to act as agent for and on behalf of the Real Property Board to implement the aforementioned development.

VOTED: Pursuant to Massachusetts General Laws Chapter 40, Section 15A, that the Chairman of the Real Property Board;s determination that the Property is no longer required for the specific purposes of Chapter 474 of the Acts of 1946, as amended, or any other purpose for which it may have been held.

I further certify that the vote was passed at a meeting open to the public, that notice stating the place, date and time of the meeting was filed with the City Clerk, and a copy thereof posted in the office of the City Clerk or on the principal official bulletin board of the City at least 48 hours, including Saturdays, but not Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the vote was taken in executive session, and that the official record of the meeting was made available prior to the date hereof and remains available to the public, all in accordance with General Laws, Chapter 39, Section 23B, as amended, and that the vote has not been amended or revoked.

DATE: 7/30/90

Daniel R. Nuzzo
Executive Secretary of the
Real Property Board

APPROVED: 8.10.90

RAYMOND L. FLYNN, MAYOR

In Public Improvement Commission of the City of Boston, May 3, 1990

Ordered:—That due notice be given, that this Commission is of the opinion that, in said city, the following public improvement should be made: on petition of Kingston Bedford Joint Venture, Boston Redevelopment Authority and Public Facilities Commission the discontinuance of a portion of Columbia Street, Boston Proper District shown as Parcel 4 on the plan and subsurface portion of the area in Columbia Street shown as Proposed Discontinuance Subsurface Parcel C on the plan, as more particularly described in the Discontinuance Petition and shown on the Columbia Street Discontinuance Plan; a subsurface portion of the area in Bedford Street, Boston Proper District shown as Proposed Discontinuance Subsurface Parcel B on the plan, as more* substantially as shown on a plan in the office of this Commission, that it intends to pass an order for making said improvement, and that it appoints 10:00 o'clock M., of May 17, 1990 and the office of this Commission as the time and place for a public hearing in the matter.

A true copy of an order passed by said Commission on said day.

ATTEST:

Executive *Secretary*

*particularly described in the Discontinuance Petition and shown on the Bedford Street Discontinuance Plan; a portion of the John F. Fitzgerald Expressway, Surface Road shown as Proposed Discontinuance Area D in the plan, as more particularly described in the Discontinuance Petition and shown on the John F. Fitzgerald Expressway, Discontinuance Plan;

In Public Improvement Commission, of the City of Boston, May 17, 1990

Ordered:—That this Commission, having passed the order of notice relating to the public improvement hereinafter described, and having caused a copy of said order to be published May 5, 1990 , and May 7, 1990 , in the Boston Globe and the Boston Herald two daily newspapers published in the City of Boston, and having given the public hearing, notice of which was given in said order, and being of the opinion that public convenience so requires, does hereby order the making, in said city of the public improvement, shown on a plan, marked "City of Boston Public Works Department, Engineering Division Discontinuance Plan, Columbia Street, Boston Proper", December 15, 1989, Survey Engineers of Boston

deposited in the office of the Engineering Division, Public Works Department, of said city, and named, bounded and described as follows:

A portion of the public highway named Columbia Street is hereby discontinued

vertically below the sidewalk from an elevation of a high point of 24.20 feet on the upper surface and a low point of 19.80 feet on the upper surface to an elevation of (-)70.00 feet on the lower surface.

Said portion of Columbia Street as hereby discontinued is described as follows:

Beginning at the intersection of the westerly sideline of Columbia Street and the southerly sideline of Bedford Street; thence running

S 87-29-10 E 15.01 feet along the southerly sideline of Bedford Street to a point; thence turning and running;

S 04-37-02 W 110.71 feet along the centerline of Columbia Street to a point; thence turning and running

N 85-22-58 W 15.00 feet to a point on the westerly sideline of Columbia Street; thence turning and running

N 04-37-02 E 110.16 feet along the westerly sideline of Columbia Street to the point of beginning.

Containing 1,656 square feet, more or less.

) PUBLIC IMPROVEMENT COMMISSION

APPROVED

Raymond L. Flynn

MAYOR OF BOSTON, MA.

In Public Improvement Commission of the City of Boston, May 3, 1990

Ordered:—That due notice be given, that this Commission is of the opinion that, in said city, the following public improvement should be made: on petition of Kingston Bedford Joint Venture, Boston Redevelopment Authority and Public Facilities Commission the discontinuance of a portion of Columbia Street, Boston Proper District shown as Parcel 4 on the plan and subsurface portion of the area in Columbia Street shown as Proposed Discontinuance Subsurface Parcel C on the plan, as more particularly described in the Discontinuance Petition and shown on the Columbia Street Discontinuance Plan; a subsurface portion of the area in Bedford Street, Boston Proper District shown as Proposed Discontinuance Subsurface Parcel B on the plan, as more* substantially as shown on a plan in the office of this Commission, that it intends to pass an order for making said improvement, and that it appoints 10:00 o'clock M., of May 17, 1990 and the office of this Commission as the time and place for a public hearing in the matter.

A true copy of an order passed by said Commission on said day.

ATTEST:

Executive *Secretary*

*particularly described in the Discontinuance Petition and shown on the Bedford Street Discontinuance Plan; a portion of the John F. Fitzgerald Expressway, Surface Road shown as Proposed Discontinuance Area D in the plan, as more particularly described in the Discontinuance Petition and shown on the John F. Fitzgerald Expressway, Discontinuance Plan;

In Public Improvement Commission, of the City of Boston, May 17, 1990

Ordered:—That this Commission, having passed the order of notice relating to the public improvement hereinafter described, and having caused a copy of said order to be published May 5, 1990 and May 7, 1990 in the Boston Globe and the Boston Herald two daily newspapers published in the City of Boston, and having given the public hearing, notice of which was given in said order, and being of the opinion that public convenience so requires, does hereby order the making, in said city of the public improvement, shown on a plan, marked "City of Boston Public Works Department, Engineering Division Discontinuance Plan, Columbia Street, Boston Proper", December 15, 1989, Survey Engineers of Boston

deposited in the office of the Engineering Division, Public Works Department, of said city, and named, bounded and described as follows:

A portion of the public highway named Columbia Street is hereby discontinued

Said portion of Columbia Street as hereby discontinued is described as follows:

Beginning at the intersection of the westerly sideline of Columbia Street and the northerly sideline of Essex Street; thence running

N 04-37-02 E	162.98 feet along the westerly sideline of Columbia Street to a point; thence turning and running
S 85-22-58 E	30.00 feet to a point on the easterly sideline of Columbia Street; thence turning and running
S 04-37-02 W	163.13 feet along the easterly sideline of Columbia Street to a point, said point being the intersection of the northerly sideline of Essex Street and the easterly sideline of Columbia Street; thence turning and running
N 85-05-34 W	30.00 feet along the northerly sideline of Essex Street to the point of beginning.

Containing 4,892 square feet, more or less.

APPROVED

Raymond L. Flynn

MAYOR OF BOSTON, MASS.

PUBLIC IMPROVEMENT COMMISSION

Frank J. Jones

Richard A. Davis

Joseph Mangone

In Public Improvement Commission of the City of Boston, May 3, 1990

Ordered:—That due notice be given, that this Commission is of the opinion that, in said city, the following public improvement should be made ~~consisting of~~: on petition of Kingston Bedford Joint Venture, Boston Redevelopment Authority and Public Facilities Commission the discontinuance of a portion of Columbia Street, Boston Proper District shown as Parcel 1 on the plan and subsurface portion of the area in Columbia Street shown as Proposed Discontinuance Subsurface Parcel 2 on the plan, as more particularly described in the Discontinuance Petition and shown on the Columbia Street Discontinuance Plan; a subsurface portion of the area in Bedford Street, Boston Proper District shown as Proposed Discontinuance Subsurface Parcel B* substantially as shown on a plan in the office of this Commission, that it intends to pass an order for making said improvement, and that it appoints 10:00 o'clock M., of May 17, 1990 and the office of this Commission as the time and place for a public hearing in the matter.

A true copy of an order passed by said Commission on said day.

ATTEST:

Executive *Secretary*

*on the plan, as more particularly described in the Discontinuance Petition and shown on the Bedford Street Discontinuance Plan; a portion of the John F. Fitzgerald Expressway, Surface Road shown as Proposed Discontinuance Area D in the plan, as more particularly described in the Discontinuance Petition and shown on the John F. Fitzgerald Expressway, Discontinuance Plan;

In Public Improvement Commission, of the City of Boston, May 17, 1990

Ordered:—That this Commission, having passed the order of notice relating to the public improvement hereinafter described, and having caused a copy of said order to be published May 5, 1990, and May 7, 1990, in the Boston Globe and the Boston Herald two daily newspapers published in the City of Boston, and having given the public hearing, notice of which was given in said order, and being of the opinion that public convenience so requires, does hereby order the making, in said city of the public improvement, shown on a plan, marked "City of Boston Public Works Department, Engineering Division Discontinuance Plan, John F. Fitzgerald Expressway, Boston Proper", December 15, 1989, Survey Engineers of Boston

deposited in the office of the Engineering Division, Public Works Department, of said city, and named, bounded and described as follows:

A portion within and above the existing sidewalk of the highway named John F. Fitzgerald Expressway, Surface Road

named

from an elevation of 16.00 feet on the lower surface. is hereby discontinued

Said portion of the John F. Fitzgerald Expressway, Surface Road as hereby discontinued is described as follows:

Beginning at a point 9.32 feet southwest of the intersection of the westerly sideline of Lincoln Street and the northerly sideline of the John F. Fitzgerald Expressway, Surface Road; thence running

S 49-37-02 W 19.88 feet to a point; thence turning and running

N 40-22-58 W 2.50 feet to a point; thence turning and running

S 49-37-02 W 8.21 feet to a point; thence turning and running

N 85-22-58 W 18.33 feet to a point on the northerly sideline of the John F. Fitzgerald Expressway, Surface Road; thence turning and running

N 70-15-31 E 43.87 feet along the northerly sideline of the John F. Fitzgerald Expressway, Surface Road, to the point of beginning.

Containing 180 square feet, more or less.

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) PUBLIC IMPROVEMENT COMMISSION
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APPROVED

Raymond L. Flynn

MAYOR OF BOSTON, Mass.

In Public Improvement Commission of the City of Boston, May 3, 1990

Ordered:—That due notice be given, that this Commission is of the opinion that, in said city, the following public improvement should be made: on petition of Kingston Bedford Joint Venture, Boston Redevelopment Authority and Public Facilities Commission the discontinuance of a portion of Columbia Street, Boston Proper District shown as Parcel 4 on the plan and subsurface portion of the area in Columbia Street shown as Proposed Discontinuance Subsurface Parcel C on the plan, as more particularly described in the Discontinuance Petition and shown on the Columbia Street Discontinuance Plan; a subsurface portion of the area in Bedford Street, Boston Proper District shown as Proposed Discontinuance Subsurface Parcel B on the plan, as more* substantially as shown on a plan in the office of this Commission, that it intends to pass an order for making said improvement, and that it appoints 10:00 o'clock M., of May 17, 1990, and the office of this Commission as the time and place for a public hearing in the matter.

A true copy of an order passed by said Commission on said day.

ATTEST:

Executive *Secretary*

*particularly described in the Discontinuance Petition and shown on the Bedford Street Discontinuance Plan; a portion of the John F. Fitzgerald Expressway, Surface Road shown as Proposed Discontinuance Area D in the plan, as more particularly described in the Discontinuance Petition and shown on the John F. Fitzgerald Expressway, Discontinuance Plan;

In Public Improvement Commission, of the City of Boston, May 17, 1990

Ordered:—That this Commission, having passed the order of notice relating to the public improvement hereinafter described, and having caused a copy of said order to be published May 5, 1990, and May 7, 1990, in the Boston Globe and the Boston Herald, two daily newspapers published in the City of Boston, and having given the public hearing, notice of which was given in said order, and being of the opinion that public convenience so requires, does hereby order the making, in said city of the public improvement, shown on a plan, marked "City of Boston Public Works Department, Engineering Division Discontinuance Plan, Bedford Street, Boston Proper", December 15, 1989, Survey Engineers of Boston

deposited in the office of the Engineering Division, Public Works Department, of said city, and named, bounded and described as follows:

A portion of the public highway named Bedford Street is hereby discontinued

vertically below the sidewalk from an elevation of a high point of 24.20 feet on the upper surface and a low point of 21.80 feet on the upper surface to an elevation of (-)70.00 feet on the lower surface.

Said portion of Bedford Street as hereby discontinued is described as follows:

Beginning at a point 3.94 feet east of the intersection of the westerly sideline of Columbia Street and the southerly sideline of Bedford Street; thence running

N 87-29-10 W	167.25 feet along the southerly sideline of Bedford Street to a point of curvature; thence turning and running
Southwesterly	24.50 feet by a curve to the left having a radius of 50.00 feet to a point of non-tangency; thence turning and running
N 04-37-02 E	11.35 feet to a point; thence turning and running
N 66-50-14 E	12.74 feet to a point; thence turning and running
S 85-22-58 E	172.89 feet to a point; thence turning and running
S 50-19-48 E	7.67 feet to the point of beginning.

Containing 1,502 square feet, more or less, as shown on Plan 2, hereinafter referred to.

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) PUBLIC IMPROVEMENT COMMISSION
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APPROVED

Raymond L. Flynn

MAYOR OF BOSTON, MA.

CITY OF BOSTON

IN CITY COUNCIL

WHEREAS, pursuant to the authority contained in St. 1966, c. 642, s. (3)(f)(ii), on November 23, 1982 the Public Facilities Commission ("PFC") voted to delegate to the Boston Redevelopment Authority ("BRA"), full authority to study and establish goals and criteria for the disposition and potential of certain sites in the City of Boston; to advertise or otherwise seek developer proposals; to contract for consultant and other services necessary and appropriate for these purposes; to prepare agreements, deeds and other instruments necessary and appropriate to the disposition and development of such properties; and to otherwise administer and carry out all activities on behalf of the PFC; and to report back to the PFC with its findings and recommendations for designation and other actions that the BRA deemed appropriate and necessary.

WHEREAS, pursuant to the authority contained in St. 1946, c. 474, s. 1, as amended, on October 8, 1986, the Real Property Board ("RPB") voted to delegate to the BRA, acting through the PFC, full authority to study and establish goals and criteria for the disposition and potential further development of the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage site (collectively referred to herein as the "Site") in the City of Boston; to advertise or otherwise seek developer proposals; to contract for consultant and other services necessary and appropriate for these purposes; and to report back to the RPB with its findings and recommendations for designation and other actions that the BRA deemed appropriate and necessary to best execute the document entitled "Resolution of the Boston Redevelopment Authority Regarding Disposition Policies for the Kingston-Bedford Garage, Essex Street Lot and Parcel 18" (the "Resolution").

WHEREAS, on October 9, 1986, the PFC voted to adopt the Parcel to Parcel Linkage Program as it related to the Site, by adopting as its own policy the Resolution as supported by its accompanying documentation, and as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form.

WHEREAS, on October 18, 1986, the RPB voted to adopt the Parcel to Parcel Linkage Program as it related to the Site by adopting as its own policy the Resolution as supported by its accompanying documentation, and as amended by the Request for Qualifications, as further amended with the concurrence of the Parcel 18 Task Force and the Chinatown/South Cove Neighborhood Council, and as further outlined in the State environmental impact process set out in the State Environmental Notification Form.

WHEREAS, on July 23, 1987, the PFC voted that Columbia Plaza Associates ("CPA") be selected as the minority development partner of the Site.

WHEREAS, on March 10, 1988, the BRA recommended to the PFC and the RPB that the partnership of CPA and Metropolitan Structures be granted full tentative designation as developer of the Site, subject to certain conditions.

WHEREAS, on April 21, 1988, the RPB voted to tentatively designate CPA as the minority development partner for the project known as "Parcel to Parcel Linkage Program, Project 1, Kingston-Bedford/ Parcel 18 ("Parcel to Parcel Linkage Project"); and to tentatively designate CPA and Metropolitan Structures, a joint venture partnership, as the developer of the project referred to as One Lincoln Street, which project includes the Site ("One Lincoln Street") and the project to be located on Parcel 18 ('Ruggles Center"), subject to the terms and conditions set forth in the Resolution.

WHEREAS, on April 28, 1988, the PFC voted to tentatively designate CPA and Metropolitan Structures, a joint venture partnership, as the developer of One Lincoln Street, subject to the terms and conditions set forth in the Resolution; and further voted that it was the intent of the PFC to sell the Site to CPA and Metropolitan Structures, a joint venture partnership, subject to the approval of the Mayor under St. 1909, c. 486, s. 31B (as appearing in St. 1966, c. 642, s. 12) and in accordance with Chapter 642 of the Acts of 1966.

WHEREAS, CPA and Metropolitan Structures have formed a development entity, Metropolitan/Columbia Plaza Venture ("MCPV"), whose structure responds to the required Challenge Track criteria including the participation of community-based organizations in the Parcel to Parcel Linkage Project.

WHEREAS, MCPV is a Massachusetts general partnership between CPA and Metropolitan Structures, with each entity having a 50% interest in MCPV.

WHEREAS, MCPV has worked cooperatively with the BRA, the MBTA, and the Roxbury and Chinatown communities to produce development plans for One Lincoln Street and Ruggles Center.

WHEREAS, MCPV, for financing and legal reasons, has created affiliated entities to create and own each project: Kingston Bedford Joint Venture ("KBJV") as developer of One Lincoln Street and Ruggles Center Joint Venture ("RCJV") as developer of Ruggles Center.

WHEREAS, on June 29, 1989, the BRA approved the PDA/DIP Plan for One Lincoln Street and the Master PDA/DIP Plan for Ruggles Center and Development Plan for the first phase of Ruggles Center.

WHEREAS, on **September 11, 1989,** the Zoning Commission approved the PDA/DIP Plan for One Lincoln Street and the Master PDA/DIP Plan for Ruggles Center and Development Plan for the first phase of Ruggles Center.

WHEREAS, the BRA granted Schematic Design Approval for One Lincoln Street on June 29, 1989 and for the first phase of Ruggles Center on December 11, 1989.

WHEREAS, the BRA granted Design Development Approval for One Lincoln Street on January 29, 1990 and for the first phase of Ruggles Center (excluding the garage) on February 2, 1990.

WHEREAS, the Secretary of the Executive Office of Environmental Affairs issued a Certificate of Adequacy on the Final Environmental Impact Report ("FEIR") for One Lincoln Street on January 19, 1990, and on the FEIR for Ruggles Center on December 18, 1989.

WHEREAS, the BRA, with respect to One Lincoln Street, pursuant to Article 31 of the Boston Zoning Code, issued its Preliminary Adequacy Determination on August 30, 1989, and voted to issue its Adequacy Determination on February 8, 1990.

WHEREAS, on February 8, 1990, the BRA voted to grant final designation to MCPV as the developer of the Parcel to Parcel Linkage I Project, to KBJV as developer of One Lincoln Street, and to RCJV as developer of Ruggles Center and voted to recommend said final designation of KBJV with respect to One Lincoln Street to the RPB and the PFC and said final designation of RCJV with respect to Ruggles Center to the MBTA.

WHEREAS, on February 8, 1990, the BRA voted to authorize the Director of the BRA to execute the Sale and Construction Agreement between KBJV and the BRA for One Lincoln Street (the "Sale and Construction Agreement").

WHEREAS, on February 28, 1990, the RPB voted to grant final designation to MCPV as developer of the Parcel to Parcel Linkage I Project and to KBJV as developer of One Lincoln Street and determined and declared the Kingston-Bedford Street Garage and the former Essex-Lincoln Street Garage site in the City of Boston, including the land, air rights and structures thereon, together with any and all appurtenant rights and benefits in Columbia Street, Bedford Street, Essex Street, Lincoln Street, Kingston Street and the John F. Fitzgerald Expressway, subject to and with the benefit of all easements of record, to be no longer required for the purposes of Chapter 474 of the Acts of 1946, as amended.

WHEREAS, the BRA, on behalf of the City of Boston, has requested the Commonwealth of Massachusetts Department of Public Works to abandon, in accordance with Massachusetts General Laws, Chapter 81, s. 12 (the "Abandonment"), all its right, title and interest above an elevation of 16.00 feet Boston City Base in a parcel of land containing 180 square feet, more or less, located at the corner of Essex and Lincoln Streets (the "DPW Parcel").

WHEREAS, On July 20, 1990, RPB determined and declared that the Kingston-Bedford Street Garage, the former Essex-Lincoln Street Garage site and the DPW Parcel in the City of Boston, including the land, air rights and structures thereon, together with any and all appurtenant rights and benefits in Columbia Street, Bedford Street, Essex Street, Lincoln Street, Kingston Street and the John F. Fitzgerald Expressway, subject to and with the benefit of all easements of record and all right, title and interest in the portions of said streets discontinued by the Public Improvement Commission ("PIC") in connection with the development of One Lincoln Street including the DPW Parcel (the "Discontinued Streets"), subject to and with the benefit of all easements of record (collectively, the "Property"), was no longer required for the purposes of Chapter 474 of the Acts of 1946, as amended.

WHEREAS, on April 26, 1990, the PFC voted, subject to the approval of the Mayor, under St. 1909, c. 486, s. 31A (as appearing in St. 1966, c. 642, s. 12), that the Property be transferred from the RPB to the care, custody, management and control of the PFC, and that it was the intent of the PFC to sell the Property to KBJV, subject to the vote of and approval of the City Council.

WHEREAS, the PIC, upon petition of KBJV and after a duly advertised public hearing held on May 17, 1990, voted to discontinue the rights of the public in the Discontinued Streets.

WHEREAS, the City of Boston is the owner of the Property, subject only to completion of the Abandonment with respect to the DPW Parcel.

WHEREAS, the sale of the Property to KBJV or an affiliate thereof is necessary for the development of One Lincoln Street, which development has the support of the BRA, RPB and PFC.

WHEREAS, the Chairman of the RPB has notified the PFC that the RPB has determined that the Property is no longer required for the purposes of Chapter 474 of the Acts of 1946, as amended, or for any other Real Property Department purposes for which it may have been held.

WHEREAS, pursuant to Massachusetts General Laws c. 40, s. 15A, the Chairman of the RPB has notified the City Council that the RPB has determined that the Property is no longer required for the

specific purposes of Chapter 474 of the Acts of 1946, as amended, or for any other purpose for which it may have been held.

WHEREAS, in light of the facts set forth above, the Property is surplus within the meaning of St. 1909, c. 486, s. 31B (as appearing in St. 1966, c. 642, s. 12); and pursuant to Massachusetts General Laws c. 40, s. 15A, the care, custody, management and control of the Property should be transferred from the RPB to the PFC for another specific municipal purpose within the meaning of Massachusetts General Laws c. 40, s. 15A, that is the specific municipal purpose of selling the Property; and pursuant to St. 1909, c. 486, s. 31B (as appearing in St. 1966, c. 642, s. 12) and St. 1982, c. 190, s. 24, the Property, together with care, custody, management and control thereof, should be transferred to the PFC and the Property should be sold to KBJV or an affiliate thereof.

WHEREAS, irrespective of the surplusing and transferring of the Property, the City Council has determined that the Property should be sold to KBJV or an affiliate thereof on the terms specified below pursuant to St. 1948, c. 452, s. 17E (as appearing in St. 1951, c. 376, s. 1, and amended by St. 1966, c. 642, s. 14).

WHEREAS, the City Council, the PFC and the BRA have determined by independent appraisal, that the Property has a fair market value of $15,000,000.

WHEREAS, KBJV has agreed to pay $15,000,000 for the Property, including $680,000 for the Discontinued Streets.

WHEREAS, pursuant to Section 31C(2) of Chapter 486 of the Acts of 1909 (as inserted by St. 1982, c. 190, s. 24 and amended by St. 1986, c. 701, s. 4), all proceeds from the sale of the Property, in excess of any debt incurred, and interest paid or payable thereon, as provided in Section 31C(1) of said Chapter 486 of the Acts of 1909, may be credited to the general fund of the City of Boston upon the approval by a majority vote of the City Council, with the approval of the Mayor.

it is hereby:

ORDERED: That the Property, having been declared by the Real Property Board to be no longer required for the purposes of Chapter 474 of Acts of 1946, as amended, or for any other purpose for which it may have been held, is hereby found to be surplus

within the meaning of St. 1909, c. 486, s. 31B (as appearing in St. 1966, c. 642, s. 12); that pursuant to Massachusetts General Laws c. 40, s. 15A, the care, custody, management and control of the Property is hereby transferred from the Real Property Board to the Public Facilities Commission for another specific municipal purpose within the meaning of Massachusetts General Laws c. 40, s. 15A, that is the specific municipal purpose of selling the Property; and that pursuant to St. 1909, c. 486, s. 31B (as appearing in St. 1966, c. 642, s. 12) and St. 1982, c. 190, s. 24, the Property, together with the care, custody, management and control thereof, is hereby transferred to the Public Facilities Commission.

BE IT FURTHER ORDERED: That, notwithstanding the immediately preceding paragraph, the Mayor of the City of Boston be and hereby is authorized, pursuant to St. 1948, c. 452, s. 14E (as appearing in St. 1951, c. 376, s. 1 and amended by St. 1966, c. 642, s. 14), to execute and deliver to Kingston Bedford Joint Venture, or an affiliate thereof, an instrument in recordable form and otherwise acceptable to Corporation Counsel, conveying the Property to Kingston Bedford Joint Venture or such affiliate;

BE IT FURTHER ORDERED: That the above be and hereby is expressly subject to satisfaction of the following condition: that the purchase price for the Property shall be $15,000,000, including $680,000 for the Discontinued Streets.

BE IT FURTHER ORDERED: That, pursuant to St. 1909, c. 486, s. 31C(2) (as inserted in St. 1982, c. 190, s. 24 and amended by St. 1986, c. 701, s. 4), all proceeds from the sale of the Property, in excess of any debt incurred, and interest paid or payable thereon, as provided in Section 31C(1) of Chapter 486 of the Acts of 1909, shall be credited to the general fund of the City of Boston.

I HEREBY CERTIFY THAT THE FOREGOING, IF PASSED IN THE ABOVE FORM, WILL BE IN ACCORDANCE WITH LAW.

1/10/92

CORPORATION COUNSEL

In City Council MAR 4 1992

Read once and passed upon this date

Patrick F. McGennigle City Clerk

In City Council MAR 25 1992

Read a second time and again passed

Patrick F. McGennigle City Clerk

Approved APR 2 1992

Raymond L. Flynn

BOSTON
REDEVELOPMENT
AUTHORITY

Raymond L. Flynn
Mayor

Stephen Coyle
Director

One City Hall Square
Boston, MA 02201
617 722-4300

ANDREA D'AMATO

TO: Executive Committee of the Neighborhood Development Fund

DATE: January 11, 1991

RE: Request by the Boston Redevelopment Authority for a grant of $312,115 from Neighborhood Development Funds for Planning and Development activities relative to the Parcel to Parcel Linkage 1 Program, and related Roxbury and Chinatown Community Development Activities.

Overview

Parcel to Parcel Linkage 1 Program

Over the past four years, the Boston Redevelopment Authority (BRA) has engaged in significant planning activity related to a model community development concept entitled the Parcel to Parcel Linkage 1 Program. The program involves the development of an office building for the site of the Kingston/Bedford garage in Chinatown, and a multi-use complex for Parcel 18 in Roxbury. During this time, the BRA has worked with two minority groups, in Roxbury and Chinatown, to design a new economic revitalization program which will create opportunities to improve the economic and human resources of these communities, share costs of infrastructure improvements, technical assistance, marketing and retention of businesses currently located in the City of Boston. Central to these efforts have been initiatives in the areas of community participation in the planning process as well as in the area of commercial development.

The purpose of this planning initiative is to bring the expanding downtown economy to Roxbury while ensuring that both communities share in the benefits of commercial development. Affordable commercial space will be made for existing Roxbury and Chinatown businesses. Thirty percent of the equity in the project has been designated to development team composed of minority developers. Also, a minimum of 30% of the contracts must go to MBE's for the provision of goods and services. It is hoped that the Parcel to Parcel initiative will set a precedent for the attraction of private investment to minority communities.

Related Community Development Activities

At the same time, and in conjunction with, the Parcel to Parcel Linkage Program, planning efforts for Roxbury and Chinatown have proceeded to ensure that the benefits of the program are

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consonant with the plans for these communities. The plans designed for each community are the first of their kind in the city, and provide the broader planning framework in which the Parcel to Parcel Linkage program operates.

Chinatown Planning

The Chinatown Community Plan, adopted in May 1990, embodies the common vision and community spirit that has evolved from a historic grass-roots planning effort in Chinatown. The Plan seeks to preserve and develop the long-term viability and prosperity of Chinatown as a historic, residential neighborhood and a cultural, business and service center for the city as a whole.

The Chinatown community has further identified development opportunities to be the recipient of the linkage proceeds. The proposed housing and community center complex identified can only receive funding for the housing component. The BRA, however, has recognized the importance of the community center and has awarded a separate contract to ensure the development of the center proceeds on the same track.

Roxbury Planning

The Roxbury Plan, adopted in December 1990, also reflects the articulated vision, development priorities and plans of the Roxbury community. The plan envisions the emergence of a thriving community with a vibrant residential areas, parks and recreational facilities, supported by critical economic development, light manufacturing zones, community facilities and an integrated transportation system.

The development of Ruggles Center has created a series of commercial opportunities for both the Southwest Corridor and the Dudley Business District, collectively referred to as the Greater Roxbury Economic Development Center ("GREDC"). A series of studies have ensued, concurrent with the design and development of Ruggles, to capture those opportunities created by the Parcel to Parcel Program. The studies currently underway analyze the potential of business center development in the GREDC, Washington Street Boulevard design concept, and the commercial and parking opportunities in the Dudley Business District (see attachment).

Background

Parcel to Parcel Linkage Program

The concept behind the Parcel to Parcel Linkage Program is to capitalize on the disposition of publicly-owned sites. The economic development of strategically located sites which the market would otherwise ignore, is stimulated by linking them with significant market-driven development opportunities available on other publicly-controlled sites. This is an unique commercial

real estate development project, whereby 100% of the net usable building floor area on both projects will be utilized for retail/office use.

Parcel to Parcel Linkage 1: One Lincoln Street & Ruggles Center
The BRA and the City have linked Parcel 18 in Roxbury with the Kingston-Bedford garage site downtown as the first Parcel to Parcel Linkage Project. The development of Parcel 18 as Ruggles Center and the Kingston-Bedford site as One Lincoln Street will provide a comprehensive package of public benefits to the Roxbury and Chinatown communities, and Ruggles Center will serve as a catalyst for further economic development in the Dudley Square area. The development of Ruggles Center is the first step in rebuilding the neighborhood's economy and bringing opportunities to the minority communities of Boston which are long overdue.

The Development Team
The development team selected for this model program, has successfully demonstrated the experience, capacity and financial strength to develop and manage this project. The designated development team is comprised of two entities, Columbia Plaza Associates and Metropolitan Structures (MCPV). Together, they formed a development entity whose structure responds to the Challenge Track criterion of expanding the participation of community-based organizations in the Parcel to Parcel Linkage Project. MCPV is a Massachusetts general partnership between CPA and Metropolitan Structures. Each entity has a 50% interest in the Venture. This degree of ownership by the community-based developer exceeds the Challenge Track requirements and demonstrates MCPV's commitment to the Parcel to Parcel Linkage I Project.

Community Equity Requirement
The Challenge Track criteria includes the introduction of community equity participation within CPA. The Chinese Investment Limited Partnership (CILP), a general partner of CPA, complied with this 10% requirement by including the Consolidated Chinese Benevolent Association (CCBA) as a Class C limited partner, and is therefore, entitled to receive 10% of all cash distributions. Ruggles Bedford Associates (RBA), the other general partner of CPA, will comply with the community equity requirement in the same manner as CILP has. RBA intends to make stock representing 10% ownership of RBA available, for nominal considerations, to various community-based organizations in Roxbury.

Community Process
The two community groups working with MCPV, BRA, MBTA, State and City agencies, are the Parcel 18+ Task Force (Task Force), representing Roxbury interests, and the South Cove/Chinatown Neighborhood Council (CNC), representing Chinatown's interests.

The Task Force and CNC, have work closely with all project participants to insure the highest job creation, and retention capabilities, as well as provides for local job training and placement services.

Furthermore, The BRA and the community groups have been very active in designing economic development and planning activities for the purpose of encouraging investment opportunities; thereby, further spurring new employment options in the Greater Roxbury Economic Development Center. The project, therefore, is suitable for the site and neighborhood and the design is appropriate for the market. The impact of this project will be positive for the both neighborhoods and the project has had extensive community support for the past four years.

Community Benefits

The community benefits provided by MCPV with respect to the development of One Lincoln Street and Ruggles Center are extensive and are described in the 1989 Memorandum of Understanding. The MOU specifies the community benefits envisioned through the Challenge Track process and in discussions with the Roxbury and Chinatown communities.

The principal public benefits associated with the Parcel to Parcel Linkage I Project include, among others:

- $11-13 million Community Development Fund (CDF),
- Affordable Housing Creation for each community through linkage payments,
- The expansion of employment opportunities for both construction and permanent jobs,
- Jobs Creation Grant from linkage for the expansion of employment opportunities for both construction and permanent jobs,
- Child Care for at least 100 children in each community,
- A 30% goal for MBE contracting and retail space occupancy, and
- A total of $500,000 in Challenge Grants for the expanding minority capacity in the real estate industry.

It is anticipated that the housing linkage money dedicated to Chinatown will be used for the benefit of the Chinatown Housing Initiative Program (CHIP) on Parcels A, B and C. In Roxbury, linkage funds may be used for a variety of projects, including homebuyer assistance programs, and/or other projects which may require financial assistance.

One of the key privately-initiated public benefits of the Parcel to Parcel Linkage I Project is the creation of the CDF, which will serve as the recipient of CDF funds and will distribute the CDF funds for the benefit of the Roxbury and Chinatown communities. Since tentative designation, it has been determined

by the Mayor's Office that the CDF will be established as a trust. The Board of Trustees will include representatives from Roxbury and Chinatown. This Board will be responsible for the formation and operation of the CDF. CDF funds from One Lincoln will be distributed 1/3 to Chinatown, 1/3 to Roxbury, and 1/3 city-wide. CDF funds from Ruggles Center will be divided evenly between the Roxbury and Chinatown communities. Approximately $11 to $13 million will be generated for the CDF.

Other Significant Public Benefits

In addition to the extensive community benefits package, described above, are the following public benefits from the One Lincoln Street Project:

- 4,000 Construction Jobs,
- 2,500 Permanent Jobs,
- $5 million in New Real Estate Property Taxes,
- $4,625,00 in Housing Linkage,
- $920,000 in Jobs Linkage,
- $15 million generated from the sale of the Kingston/Bedford Garage to the City of Boston; and,

from the Ruggles Center Project:

- 1,500 Construction Jobs,
- 2,200 Permanent Jobs,
- $3,068,000 in Housing Linkage,
- $920,000 in Jobs Linkage, and
- $4 million in New Real Estate Property Taxes.

Additionally, up to $3.15 million will be distributed out of 5 percent of the net residual proceeds of the One Lincoln Street project, as follows: up to $1 million to the Neighborhood Parking Fund administered by the Real Property Department; up to $500,000 toward the construction of a park if Essex Street is widened, up to $650,000 to the City to defray cost of land acquisition if Essex Street is widened, and up to $1 million to the CDF.

Finally, the private to public leveraging ratio is 2.5:1.0 which is meets the qualification criteria for NDF project selection.

Recommendation

Both the Parcel to Parcel Linkage Program, and the related development activities in Roxbury and Chinatown, are clearly about the economic revitalization of minority neighborhoods. The development of Ruggles Center will be a catalyst for a new urban center that will greatly contribute to the economic development of Roxbury. The Parcel to Parcel Linkage program is a model for the future of urban development in this country.

The Parcel to Parcel Linkage 1 project provides significant public and benefits, with a strong commitment to improving the economic well-being of minority neighborhoods as well as directly benefiting low- and moderate income people. In order for the BRA to continue to provide the employment and planning activities to bring the Parcel to Parcel Linkage 1 Program, and the related community development activities in Chinatown and Roxbury to fruition, as described above, the BRA is seeking a $312,115 grant from the Neighborhood Development Fund.

An appropriate vote follows:

VOTED: That approval of the request to award a grant to the Boston Redevelopment Authority in an amount not to exceed $312,115 is hereby authorized.

Lisa G. Chapnick, Director
Public Facilities Department

Stephen Coyle, Director
Boston Redevelopment Authority

Donald Gillis, Director
Economic Development and
Industrial Corporation of
Boston

PARCEL TO PARCEL LINKAGE 1 PROGRAM

ROXBURY & CHINATOWN

COMMUNITY DEVELOPMENT ACTIVITIES

BRA COSTS INCURRED ON PROGRAMS

CATEGORY	DESCRIPTION	AMOUNT	
Parcel to Parcel Linkage			
Legal	Appraisals for Ruggles	$ 1,800	
		$ 1,800	
Environmental	Rizzo Associates	$ 8,900	
	Parsons Brinckerhoff	$ 9,222	
		$ 18,122	
Planning & Community Participation	Southwest Corridor Plan (Stull & Lee)	$ 30,000	
	Photographic Survey (Vincent Haynes)	$ 10,200	
		$ 40,200	
Urban Design	Communitas	$ 30,472	
	Stull & Lee	$ 17,160	
		$ 47,632	
Sub-Total			$107,754
Related Community Development Activities			
Chinatown	Community Center	$ 15,000	
	Chinatown Master Plan	$ 25,000	
		$ 40,000	
Roxbury	Business Center Study Mel Levine	$ 25,000	
	Dudley Parking - TAMS	$ 15,000	
	Washington St Blvd Study Stull & Lee	$ 50,000	
	Dudley Business District Stull & Lee	$ 74,361	
		$164,361	
Sub-Total			$204,361
TOTAL			$312,115

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